

1904-015  
Lee Co.

Chancery Causes: Adms: of Joseph Ely vs John L. Pennington &c

Folder 10/6

Stewart, West, Parsons, Jesse, Russell, Wampler, Olinger,  
Orr, Brown. Brown & Orr], Wood, R. G. Wood & Sons], Harber,  
Morgan, Hurst, Hyatt, Pennington Gap Bank], Lanningham,  
Phillips, Peters, Zion, Greer, McDowell, Duncan, Schmalzried,  
Greer Machinery Co], Crider, Blankenship, Orr & Blankenship], Skaggs,  
Wheelands Foundry & Machine Works], American Stave & Cooperage Co],  
Evans, Hughes, Johnson, Carter, Slings, Witt, Flanery, Milham,  
Burgan, Wax, Crabtree, Nicol, Cook, Munsey, Sewell, Blevins,  
Stapleton, Crusenberry, Maness, Mitchell, Woodward, Colton,  
Delicious

-Deed

CA - Debt  
T - Property



-I-

To the Honorable H.A.W.Skeen, Judge of the Circuit Court  
for Lee County, Virginia:

Humbly complaining, your orators, W.P.M.Stewart and S.P.  
West, administrators of the estate of Joseph Ely, deceased,  
respectfully represent that at the November term, 1895, of  
the said court, a judgment was rendered in favor of their de-  
cedent, Joseph Ely, (Cane Creek Joe) against J.L.Pennington and  
William Pennington for the sum of one hundred and thirty-four  
dollars (\$134.00), with legal interest thereon from the 5th day  
of October, 1895, until payment, and eight dollars and fifty-six  
cents (\$8.56) costs, as will more fully appear from an inspec-  
tion of a copy of said judgment which is herewith filed as a  
part hereof, marked "Exhibit No.1."; that the said judgment  
was duly docketed in the county Court clerk's of said county  
in Judgment Lien Docket No.3, page 105, on the 2nd day of De-  
cember, 1895, as will fully appear from an inspection of a trans-  
cript therefrom which is herewith filed as a part hereof, mark-  
ed "Exhibit No.2"; that a fieri facias was forthwith issued on  
said judgment and returned "not executed, no property found",  
as will more fully appear from an inspection of a transcript  
from the Execution Book which is herewith filed as a part  
hereof, marked "Exhibit No.3."; that at the Second February  
rules, 1896, of the said court, the said Joseph Ely filed there-  
in his original bill against the said J.L.Pennington and Wm.Pen-  
nington, the object of which was to enforce the lien of the  
said judgment/aforsaid against the real estate then owned by  
the said J.L.Pennington and Wm.Pennington, and at the March  
term, 1896, of the said court, said cause having been regularly



matured at rules and coming on to be heard upon the bill and the exhibits therewith filed, and the defendants therein failing to appear, a decree was rendered whereby the said bill was taken for confessed against said defendants, and D.C.Sewell was appointed a special commissioner and as such directed to make sale by public auction, after giving bond &c. and after certain advertisement, so much of the real estate of the said defendants as might be necessary to satisfy the judgment aforesaid; but no sale seems to have been made under said decree, and, in fact, no further action was taken in said cause until the March term, 1897, of said court, when a decree was rendered whereby E.W.R.Ewing was appointed a special commissioner and, as such, directed to ascertain and report to the court the liens existing against the lands of the said defendants therein, showing priorities &c., and to report the rental value of the said lands. At the same term of the court, the said E.W.R.Ewing, by a decree entered in the chancery cause therein pending entitled "Greer Machinery Co. vs. J.D.Pennington et als.", was also appointed a special commissioner therein and directed to ascertain and report to the court the liens existing against the lands of the said J.D.Pennington, J.I.Pennnington and Wm.Pennington, showing dates, amounts, priorities &c. and also the lands then owned by each of said parties &c. These two causes, to wit: "Joseph Ely v. J.D.Pennington et als." and "Greer Machinery Co. v. J.D.Pennington et als." were not consolidated or ever brought on to be heard together by said decrees, but it seems that the said Ewing took action in both and under the decrees in both at the same time, and made only one report originally. But without



going into further details of the proceedings had in said two causes at this point, suffice it to say that the said Ewing executed or undertook to execute the said decrees, and filed his report, a supplement thereto, and a Second Report, whereby he reported or undertook to report all the lands owned the said J.L.Pennington, J.D.Pennington, and Wm.Pennington, respectively, and all the liens existing against the same, showing or undertaking to show the dates, amounts and priorities of the said liens. Your orators allege, however, and will hereinafter undertake to show that there are numerous errors in said report.

Your orators allege that under the proceedings of the said two causes and of the chancery cause pending in said court entitled "H.J.Morgan vs.Wm.Pennington et als." certain real estate of the said J.L.Pennington, J.D.Pennington and Wm.Pennington has been sold to satisfy the said liens reported, and other liens set up therein by petition; but the sales thus far made do not aggregate a sum sufficient to pay off and discharge the liens older and superior to that of the judgment of your orators aforesaid; and nothing has ever been paid thereon but the whole and every part thereof is yet unpaid and justly due to your orators.

Your orators allege that on the \_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_, the said Joseph Ely departed this life intestate, and that letters of administration of his personal estate has been granted them by the county court for Lee county.

Now, your orators allege that on the 2nd day of February, 1894, the said John L.Pennington and one M.C.Parsons entered into an agreement in writing, whereby the said John L.Pennington sold



and transferred to the said M.C.Parsons a <sup>Lien</sup> debt of eight thousand eight hundred and twenty dollars (\$8820.00) which he held against one C.E.Mallett for balance of the purchase price of a tract of land theretofore sold and conveyed by the said John L. Pennington (and wife) to the said Mallett, which debt was secured by a vendor's lien retained in the said deed; and in consideration of the said assignment of said Mallett debt and vendor's lien, the said M.C.Parsons sold to the said John L. Pennington the Wm.A.Parsons tract of land situated in the "Pocket" on the waters of Straight creek, in Lee county, Virginia, being the same tract whereon the said Wm.A.Parsons then resided, containing four hundred and twelve acres, more or less, at the price of four thousand, one hundred and twenty dollars (\$4120.00) and assigned to him various notes, bonds &c., on various persons, to the amount of three thousand, two hundred and ninety dollars (\$3290.00); but it was provided by said agreement that no conveyance of said tract of land was to be made by the said M.C.Parsons to the said John L. Pennington until the said Mallet <sup>Lien</sup> debt should be collected by said Parsons. Said contract or agreement of sale is duly recorded in the office of the clerk of the county court of Lee County, in deed book No.29, page 589, and for more accurate information of the terms thereof, reference is here made to a copy thereof which is herewith filed as a part hereof, marked "Exhibit No.4.". A copy of the deed from the said John L. Pennington (and wife) to the said Mallett, in which the said vendor's lien is retained for the said eight thousand, eight hundred and twenty dollars (\$8820.00), balance of purchase money, is also filed herewith as a part hereof, marked "Exhibit No.5.".



Your orators allege that the said M.C.Parsons did collect the full amount of the said debt and vendor's lien of \$8820.00 from the said Mallet in the following manner: By deed dated the 17th day of December, 1891, the said Charles E.Mallett (and wife) sold and conveyed to the Pocket Company, a corporation, the 1165 acre tract of land which the said John L.Pennington (and wife) had conveyed to the said Mallett, but said deed has never been recorded, but a copy of the same made from the original by your orators' counsel, is herewith filed as a part hereof, marked "Exhibit No.6.". This conveyance was made subject to said lien for purchase money, and to all other liens and incumbrances. ---On the 6th day of October, 1894, the said M.C.Parsons entered into a contract in writing with one Henry Nicoll, whereby he sold to the said Nicoll the "Elk Knob" farm, situated in Lee County, Virginia, at the price of twelve thousand dollars (\$12000.00), which was paid and to be paid as follows: fifteen hundred dollars (\$1500.00) by the conveyance by the said Pocket Company to the said M.C.Parsons of all the right, title and interest belonging to said Pocket Company in a tract or parcel of land lying in the Pocket, in Lee County, Virginia, and containing eleven hundred and sixty-five (1165) acres, more or less, and described as being the same tract of land which was conveyed to the said Pocket Company by Charles E.Mallett by deed, and conveyed by deed to the said Charles E. Mallett by John L.Pennington; five hundred dollars (\$500.00) to be paid on October 1st, 1895, &c.&c. For a full understanding of all the terms of said contract reference is hereby made to a copy thereof which is herewith filed as a part hereof,



marked "Exhibit No.7." Pursuant to the said agreement, the said Henry Nicoll did procure the Pocket Company to convey to the said M.C.Parsons, by proper deed, duly executed, acknowledged and delivered, the said eleven hundred and sixty-five (1165) acre tract of land, which deed was to operate as, and did operate as, a release, discharge and satisfaction of the debt and vendor's lien sold and transferred as aforesaid by the said John L.Pennington to the said M.C.Parsons, both as a matter of law and as a matter of fact. The said deed from the said Pocket Company to the said M.C.Parsons has never been recorded, and your orators suppose it is in the possession of the administrator or some of the heirs of the said M.C.Parsons, and hence the same, or a copy, can not be filed.

Your orators allege, therefore, that when the said M.C. Parsons received the said conveyance from the said Pocket Company of the said eleven hundred and sixty-five (1165) acre tract of land as aforesaid, it became, and was, his duty under his contract aforesaid with the said J.L.Pennington, to make conveyance of the said four hundred and twelve (412) acre-Wm.A.Parsons tract of land to him, the said John L.Pennington; and that the equity of the said John L.Pennington to the said four hundred and twelve (412) acre-Wm.A.Parsons tract of land aforesaid then became and was full and complete.

Your orators allege that there does not appear on the deed books in the office of the clerk of the county court for said county of Lee any writing or deed whereby the said John L.Pennington has sold or conveyed his said equity in the said four hundred and twelve (412) acre-Wm.A.Parsons tract of land to any person, but they suppose that he has in fact made a con-



veyance of the same to the heirs of the said M.C.Parsons, deceased, as will hereinafter more fully appear.

Your orators allege, therefore, that by virtue of the statute laws of the State of Virginia, their judgment aforesaid, constitutes a lien upon the said four hundred and twelve acres- Wm.A.Parsons tract of land aforesaid; and, so far as your orators are now advised, this is the only tract of land against which said judgment operates, though it appears that Commissioner Ewing's reports in the case s aforesaid of "Joseph Ely vs. J.L.Pennington et als." and "Greer Machinery Co. vs. J.D.Pennington et als." show that the said John L.Pennington at the date of said report owned certain lands which have not yet been sold by R.L.Pennington, (who was appointed a special commissioner to make sales of all lands reported by said Ewing,) so far as your orators can ascertain from the files of said causes.

It will be observed that the said four hundred and twelve (412) acre tract of land has been referred to above in this bill and in some of the exhibits herewith filed as the Wm.A. Parsons tract of land. The reason for this is that the said M.C.Parsons originally bought said land from the said Wm.A.Parsons. No conveyance was made by the said Wm.A.Parsons to the said M.C.Parsons of the said four hundred and twelve (412) acre tract of land during the lifetime of the latter.

Your orators allege that on the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_, the said M.C.Parsons departed this life intestate, leaving a widow, F.E.Parsons, now the wife of H.C.Wade, whose dower rights in the estate of the said M.C.Parsons, deceased, have been settled and adjusted, and the following childred, his heirs at law, to whom his estate descended, to wit: Ellen,



wife of J.C.Jessee, Eva, wife of H.J.Russell, George W., Rebecca, who has since intermarried with Benjamin P.Wampler, and Wheeler P.Parsons, and the posthumous child, Bessie A.Parsons; and letters of administration of his personal estate were granted to the said J.C.Jessee and H.J.Russell, but the latter has since died, leaving the said Jessee sole administrator.

Your orators allege that after the death of the said M.C. Parsons, the said Wm.A.Parsons by deed dated the 25th day of April, 1895, conveyed the said four hundred and twelve (412) acre tract of land to the said Ellen Jessee, Evaline Russell, George Parsons, Rebecca Parsons and Wheeler L. (P) Parsons, who are recited in the said deed as the children and heirs at law of the said M.C.Parsons, deceased, which deed is recorded in the county court clerk's office of said County of Lee, in deed book No.35, page 181, and for a more particular description of the land conveyed or attempted to be conveyed thereby, reference is hereby made to a certified copy of the same which is herewith filed as a part hereof, marked "Exhibit No.8." Your orators allege that this deed was filed as an escrow with a bill filed by the said Wm.A.Parsons in the said court against the administrators and heirs of the said M.C.Parsons, deceased, the object of which was to extract title to certain lands which the said M.C.Parsons, in his lifetime, had traded to the said Wm.A.Parsons for the said four hundred and twelve (412) acre tract of land, and as alleged in the said bill and as shown by an exhibit filed therewith the said swap or land trade was in writing. For ~~x~~ more particular information as to the object of the said suit, and for more accurate knowledge of the terms



of the said land trade or swap, reference is made to a transcript of the record of the said cause which is herewith filed as a part hereof, marked "Exhibit No.9". From an inspection of the said deed "Exhibit No.8", it will be observed that a vendor's lien is retained therein for the sum of three hundred and fifteen dollars (\$315.00), alleged to be the balance due by said M.C.Parsons' estate to the said Wm.A.Parsons on said land swap. From a further inspection of the said deed ("Exhibit No.8") it will be observed that it was made or purported to be made in pursuance of the said contract which was filed with the said bill and dated January 12th, 1894. Your orators allege, however, that the said deed was not in fact made in pursuance of said contract in so far as it retains a vendor's lien for balance of purchase money. Said contract does not stipulate or even contemplate that a vendor's lien should be so retained as will readily be observed from a reading of it. By a reading of the bill filed as aforesaid by the said Wm.A.Parsons it will be seen that the said plaintiff did not even contend or ask that he was entitled to a vendor's lien on said land, but merely that he should have a judgment against the estate of the said M.C.Parsons, deceased, for the balance found to be due him, and that the administrators of said estate should be required to pay the amount due him if there should come sufficient personality to their hands to do so, and if not, then that real estate be sold to pay any balance that might be due. There was no necessity for the retention of a vendor's lien; the said M.C.Parsons and Wm.A.Parsons were brothers and, no doubt, had implicit confidence in each other; and, besides, at the time



*M.C. Parsons*  
said agreement was made <sup>^</sup> was solvent, and was considered in the country, and in fact was, a man of wealth for this country. The records of this court show that after the payment of all his debts and liabilities, and after certain of his real estate was sold at cut-throat prices on the block, there was left to be divided among his children a very valuable farm worth at the least twelve thousand dollars (\$12000.00)

Your orators allege that at the second October rules, 1895, of the circuit court for Lee county, the said J.L.Pennington filed therein his bill in equity against the administrators and heirs of the said M.C.Parsons, deceased, in which he set up a parcel exchange with the said M.C.Parsons of the said four hundred and twelve (412) acre-Wm.A.Parsons tract of land for the eleven hundred and sixty-five (1165) acre-Mallett tract of land, and whereby he sought to have the said parcel exchange of said lands ratified and enforced specifically; that at about the same time the said administrators filed in the said court their bill against the said J.L.Pennington praying that he be enjoined from cutting and removing timber from the said eleven hundred and sixty-five (1165) acre Mallett tract of land &c.; that at the same time there was pending in the said court a chancery cause entitled "R.L.Pennington, Admr.&c. vs. Russell & Jesse, adms. &c. et al." which was a general creditor's suit against the estate of the said M.C.Parsons, deceased, and which had then been referred to A.M.Goins, as special commissioner, to ascertain and report the indebtedness against the said estate, and the said J.L.Pennington had filed before the said commissioner an account against the said estate and was proceed-



to take proof on the same. Finally a ~~written~~ compromise was made between the administrators and heirs of the said M.C. Parsons on the one part and the said J.L. Pennington on the other part, which said agreement or compromise is embodied in a decree of the said court, entered at the November term, 1896, of the said court in the two first mentioned of said suits which were thereby brought on to be heard together. For a full and complete knowledge of the proceedings had in said causes reference is made to a transcript of the same which is herewith filed as a part hereof, marked "Exhibit No. 10." By an inspection of the decree aforesaid it will be observed that the exchange of the said four hundred and twelve acre tract of land for the said eleven hundred and sixty-five acre tract was ratified and the parol agreement in regard thereto as set up by the said J.L. Pennington in his said bill specifically enforced, and it was determined and ascertained that the said Pennington was due the estate of the said Parsons the sum of fifteen hundred dollars (\$1500.00) as the balance of the difference in price between the said two tracts of land which was adjudged to be a first and vendor's lien on the said eleven hundred and sixty-five (1165) acre-Mallett tract of land in favor of the said estate. And pursuant to the said compromise and agreement the court directed R.L. Pennington, who was appointed a special commissioner for the purpose, to convey to the said J.L. Pennington, by proper deed, the said eleven hundred and sixty five (1165) acre Mallett tract of land, and also directed the said John L. Pennington and wife to convey to the heirs of the said Parsons the said four hundred and twelve (412) acre-Wm.A. Parsons tract



of land.

And in obedience to the said decreetal order the said R.L.Pennington did convey the said eleven hundred and sixty-five acre-Mallett tract of land to the said J.L.Pennington by deed which is still in the files of said causes, never having been recorded. There is nothing in the papers to show that the said J.L.Pennington and wife ever complied with the said decree by conveying to the said Parsons' heirs his right to the said four hundred and twelve (412) acre-Wm.A.Parsons tract, but your orators suppose that he did do so, or at least there is a decree striking said causes from the docket, which should not, as they are informed, have been done until all orders of the court made therein had been complied with.

As above stated there was and still is pending in the said court a chancery cause entitled "R.L.Pennington, Admr.&c. vs . Russell & Jessee, Admrs. &c. et als." which is a creditor's suit against the administrators and heirs of the said M.C.Parsons, deceased, and your orators allege that under the proceedings of the said chancery cause the said four hundred and twelve (412) acre-Wm.A.Parsons tract of land was sold, in two parcels, at different times, to pay the indebtedness of the said estate. The first sale was made to H.J.Russell and J.C.Jessee, and is evidenced by a deed from R.L.Pennington, Commissioner, to the said Russell and Jessee, a copy of which is herewith filed as a part hereof, marked "Exhibit No.II"; and the second sale was to H.Z.Parsons, and is evidenced by a deed from the said R.L. Pennington, Commissioner, to the said H.Z.Parsons, a copy of which is herewith filed as a part hereof, marked "Exhibit No.I2".

Your orators allege that afterwards the said J.C.Jessee sold and, ~~he~~ together with his wife, conveyed to the said H.Z.



Parsons, by deed dated the 24th day of December, 1898, his undivided half in that part of said four hundred and twelve (412) acre-Wm.A.Parsons tract which was conveyed to him and said H.J. Russell jointly by R.L.Pennington, Commissioner, as above set forth, as will more fully appear from an inspection of a copy of the said deed which is herewith filed as a part hereof, marked "Exhibit No.13." It will be observed that there is a vendor's lien retained in this deed, but your orator's allege that the same has been fully paid.

Your orators allege that the said H.J.Russell, shortly after the date of the said purchase by him and the said J.C.Jessee as aforesaid of a part of the said four hundred and twelve (412) acre Wm.A.Parsons tract of land, departed this life intestate, leaving a widow, Eva Russell, and the following children, his heirs at law, to whom his estate therein descended, to wit: Bernice Russell, Catharine Russell, Bernard Russell and Pearl Russell, all of which are infants under the age of twenty-one years, and that administration of his personal estate has been granted to George W.Russell.

Your orators allege that under the proceedings of a chancery suit lately pending in the circuit court for Lee county, entitled "H.Z.Parsons vs.Eva Russell et als." the said four-hundred and twelve acre-Wm.A.Parsons tract of land was partitioned between the said H.Z.Parsons and the heirs of the said H.J.Russell, deceased, according to what was supposed to be their respective interests therein.

Your orators allege that afterwards under the proceedings of a chancery cause which is still pending in said court entitled "



tled " M.E.Burk et als. vs. George W.Russell, Admr.&c. et als." which is a creditor's suit against the estate of H.J.Russell, deceased, the portion of the said four hundred and twelve (412) acre tract of land which was partitioned to the heirs of the said Russell as aforesaid, was sold, at which sale the said H. Z.Parsons became the purchaser. The said H.Z.Parsons has not, however, as your orators are informed, paid all the purchase price therefor and has received no conveyance for the same. The fact that this last sale had been made has come to the knowledge of your orators' counsel since the institution of this suit.

Your orators are advised, however, and here aver, that, notwithstanding the said exchange and the several other transactions which have taken place as above set out with respect to the said four hundred and twelve (412) acre-Wm.A.Parsons tract of land, yet their judgment aforesaid is a lien thereon by reason of the statutes and laws of the State of Virginia.

Your orators allege that there appear on the Judgment Lien Dockets in the county court clerk's office of said Lee county, not marked satisfied, numerous other judgments, for a full description of which judgments reference is made to transcripts from said Lien Dockets which are herewith filed as a part hereof, marked "Exhibit No.14 to No.58", inclusive, which, if not paid, also operate as liens against the said tract of land.

Your orators allege, however, that the judgments in favor of H.G.Ely, A.M.Olinger, and Brown & Orr, respectively, as shown by said transcripts, have been fully paid by the said J.L.Pennington, and should be so marked, on said Lien Dockets.

Your orators further allege that the judgment in favor of



Emily Stewat and Woodward Stewart was rendered on a note executed by the said John L. Pennington to them for the purchase price of land sold by them to the said J. L. Pennington, and the title to which was defective, and on account of which defective title the said land was lost to the said Pennington; and they are advised therefore that said judgment is in effect satisfied and incapable of being enforced.

Your orators further allege with respect to said judgments that a number of them are not only against the said J. L. Pennington, but against his sureties; and your orators are informed that a number of said judgments have been paid in whole or in part by said sureties, who, if they claim it, will be entitled to be subrogated to the rights of said John L. Pennington's creditors against him and to have the said judgments enforced against the said lands.

Your orators are advised that the judgments in favor of W. P. Wood have been assigned by him to the firm of R. J. Wood & Sons, and are now the property of the said firm.

Your orator allege that since the rendition of the judgments in favor of George T. Crider, he has departed this life intestate and his estate has been committed to T. J. Ely for administration.

Now, the object of this amended bill is to enforce the *lien* of the said judgment against the real estate hereinbefore fully described.

Your orators pray therefore that the said J. L. Pennington; William Pennington; Henry Z. Parsons; J. C. Jessee, administrator of the estate of M. C. Parsons, deceased; Ellen Jessee, Eva Russell, George W. Parsons, Rebecca Wampler, Wheeler P. Parsons, and



Bessie A.Parsons, the two last named being infants under the age of twenty-one years, heirs at law of M.C.Parsons, deceased; George W.Russell, administrator of the estate of H.J.Russell, deceased; Catherine Russell, Bernice Russell, Bernard Russell and Pearl Russell, infant heirs at law of H.J.Russell, deceased; A.M.Olinger; James W.Orr and C.K.Brown, partners in trade under the firm name of Brown & Orr; W.P.Wood; R.J.Wood, R.L.Wood, and R.A.Wood, partners in trade under the firm name of R.J.Wood & Sons; E.S.Harber; John D.Morgan; Henry J.Morgan; W.S.Hurst; W.S.Hurst, A.G.Hyatt and J.A.G.Hyatt, private bankers under the firm name of Pennington Gap Bank! Mary E.Lanningham; Lee Phillipps, an infant under the age of twenty-one years; Jennie Phillipps; E.W.Pennington, commissioner; G.W.Peters; Emily Stewart and Woodward Stewart; W.P.Zion, Guardian &c.; J.M.Greer, J.R.McDowell, J.G.Duncan and O.Schmalzaried, partners in trade under the firm name of Greer Machinery Co.; J.M.Olinger; T.J.Ely, administrator of the estate of George T.Crider, deceased; R.L.Pennington, for &c.; James W.Orr and George W.Blankenship, law partners under the firm name of Orr & Blankenship; Whelands Foundry and Machine Works, a corporation; A.M.Brown; American Stave and Cooperage Com pany, a corporation; J.D.Pennington; John F.Skaggs; R.L.Evans; George W.Hughes; C.D.Russell; L.M.Zion; A.N.Pennington; William Johnson; James Carter; Sarah Johnson; M.L.Slemp; James F.(E) Witt; C.E.Flanary, administrator of the estate of Jacob Witt, deceased; W.J.Mileham, administrator of the estate of John S.Burgan, Sr., deceased; E.S.Wax; H.G.Ely; and George A.Crabtree be made parties defendant to this amended bill; that they each be



required to answer its several allegations fully, but not on oath as that is expressly waived; that all of said judgment creditors of the said J.L.Pennington especially answer how much if anything has been paid to them on their respective judgments, and by whom it was paid; that the sureties of the said J.L. Pennington especially answer how much, if anything, they have respectively paid for him on said judgments, and whether they claim the right of subrogation against him; that a guardian ad litem be appointed to answer for the said infant defendants; that, upon a hearing of the said cause, a decree be rendered appointing a commissioner to make sale of the said tract of land to satisfy the said debts; and that full general relief be granted.

May subpoena issue &c.

L.P. Hyatt, p.g.



# Plffs Costs

Clerk 39.03  
 Tax 1.50  
 Co Clerk 19.00  
 atty 15.00 ✓  
 L. A. L. 5.00 ✓  
 Pennington 2.50  
 J. M. Pennington 12.50 ✓  
 Comr 200.00 ✓  
 rivits 14.82  
 M. P. 15.50  
 Lehar Pennington 15.00 ✓  
 Estimated 8.00  
 E. S. Evans D.S. .50

\$ 348.35

Pennington 2.50

L. A. L. 5.00

\$ 355.85

Hyatt 104.75

\$ 460.60

W. P. M. Stewart &

S. P. West, admsr.

of the estate of

Joseph Ely, dec'd,

vs & In Chy.

J. L. Pennington et al.

Amended Bill

Filed May 1901



To the Honorable H.A.W.Skeen, Judge of the Circuit Court  
for Lee County, Virginia:

Humbly complaining, your orators, S.P.West and W.P.M.Stewart, administrators of the estate of Joseph Ely, deceased, respectfully represent that at the second May Rules, 1901, of the said Court, they filed ~~they~~ amended bill in said court against John L. Pennington and others, the object of which was and is to enforce the lien of their judgment therein fully set out against the 412 acre Wm.A.Parsons tract of land therein mentioned and described; that at the June term of said court, the defendants H.Z.Parsons and J.C.Jessee, filed their demurrer to said bill, whereupon the court expressed the opinion that said bill was insufficient in that it failed to make allegations that the sale made by R.L.Pennington, special commissioner, to J.C.Jessee and H.J.Russell, of a part of the said tract of land was for a less sum than said land was really worth, and that complainants and the other judgments creditors of the said John L. Pennington were not parties to the said proceedings in which the said land was sold and their liens were not reported therein. Whereupon the said complainants asked leave of the court to amend their said bill, which leave was granted.

And now therefore, by way of amendment, complainants here allege that neither they nor their decedent, nor any of the judgment creditors of the said J.L.Pennington, were parties to the said suit of "R.L.Pennington, Admr.&c. vs. Jessee & Russell, Admrs &c. et als", pending in this court, in which the said 412 acre tract of land was <sup>so</sup> sold; they allege that their judgment nor the judgment of any of the other judgment creditors of the said J.L.Pennington were <sup>not</sup> reported as liens against the said land in



in the said suit in which the same was sold; they allege that the sale by R.L. Pennington to said Jessee and Russell of a part of the said land at the price of \$1.25 per acre was for much less than the land was worth, and that they are aggrieved by the said sale; they allege that the sale by the said R.L. Pennington, Commissioner, to the said H.Z. Parsons of ninety acres, the residue of the said 412 acre tract of land, at the price of fifty dollars (\$50.00) was extremely low; they allege that the said tract of land as a whole is worth at the least ten dollars per acre, and in fact the amended bill filed by these complainants and the exhibits filed therewith show that the said tract of land has been twice sold at the price of ten dollars per acre; *and they allege that they and the other judgment creditors of J.L. Pennington were and are aggrieved by said sales*

Complainants here offer, at a re-sale of the said tract of land, to make the same bring a greater price than that for which it sold under said former sales, and they here tender a bond in the sum of one thousand dollars to this effect.

Your orators here repeat the prayer of their former bill as if here again fully set forth. And they will ever pray &c.

*L.P. Nyaw p.g. p.p.*



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W. P. M. Stewart and  
J. P. West, Adamsre  
~~et al~~  
vs { In Chancery  
John L. Pennington  
et al.

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Amendment to  
Amended Bill..

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I.

VIRGINIA:

Please before the circuit court for the county of Lee, at the court-house thereof, on Tuesday, the 19th day of December, 1905:

Be it remembered that heretofore, to-wit: at rules held in the clerk's office of the said court, on Monday, the 2nd day of May, 1904, came W. P. M. Stewart and S. P. West, administrators of the estate of Joseph Ely, deceased, and filed their third amended bill in chancery against J. L. Pennington, Wm. Pennington, John H. Reynolds, Jas. R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter, which bill is in the words and figures following, to-wit:

Third Amended Bill.

To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee County, Virginia:

Humbly complaining, your orators, W. P. M. Stewart and S. P. West, administrators of the estate of Joseph Ely, deceased, respectfully represents, that heretofore to-wit, at the second February rules, 1896, of the said court, the said Joseph Ely filed therein his original bill against J. L. Pennington and Wm. Pennington, the object of which was to enforce the lien of a judgment in favor of the said Joseph Ely for the sum of one hundred and thirty four (\$134.00) dollars, with interest and cost against the real estate then owned by the said J. L. & Wm. Pennington; that afterwards, to-wit, at the \_\_\_\_\_ rules, 190\_\_\_\_, of the said court your orators filed therein an amended bill, the object of which was to enforce the lien of the said judgment against a four hundred and twelve (412) acre tract of land called the Wm. A. Parsons tract; that afterwards, to-wit; at the \_\_\_\_\_ rules, 1903, of the said court, your orators filed therein a second amended bill, the object of which was to enforce the lien of the said judgment against the undivided interest in the C. A. Jessee land, and your orators



now pray that each of the said bills, be taken and treated as a part of this bill as fully as if they had been set out at length herein, and that all the exhibits, decrees, commissioner's reports, depositions and other papers connected with the said suit, likewise be taken and treated as a part of this bill, the same as if fully set out herein.

As will be seen from the record in the said cause, the said four hundred and twelve (412) acre tract of land has been sold, and the whole of the proceeds of the said sale will be insufficient to pay the liens older and superior to the lien of your orators against the said J. L. & Wm. Pennington.

Your orators likewise allege, that in case they should obtain a decree for a sale of an undivided interest in the C. A. Jessee <sup>amended</sup> land set out in said second bill, the same will not sell for a sum sufficient to pay the judgment of your orators and the judgments which are older and superior in point of priority.

Your orators have recently learned that there are other lands upon which their said judgment constitute a lien, viz:

Your orators allege that in the partition of the real estate of Edward Pennington, deceased, among his heirs, there was assigned to the heirs of Thomas Pennington, deceased, a tract of land lying in Lee county, Virginia, in the Pockett country and on the North Fork and branches tributary, said tract of land containing some eight hundred (800) to one thousand (1000) acres. At the first November rules, 1882 of the said court, Wm. Pennington and John L. Pennington filed therein their bill in chancery, the <sup>object</sup> of which was to have partition made of the said tract of land so assigned as aforesaid to the heirs of the said Thomas Pennington, in which bill the said Pennington alleges that the said Thomas Pennington died, leaving six children, Sarah, wife of Jas. N. Ely, America, wife of John P. Graham, \_\_\_\_\_, wife of Daniel B. Garrison, Amanda, wife of John J. Reasor, Tobias and Martha Pennington; that the said Wm. Pennington purchased from the said Sarah Ely, and her



husband, their one-sixth interest in the said land; that he also purchased from the said Martha Pennington her one-sixth interest in the said land, taking her title bond therefor, which he assigned to his co-plaintiff, the said John L. Pennington; that the said Tobias Pennington, son of the said Thomas, had died leaving four children, \_\_\_\_\_, the wife of John P. Myers, \_\_\_\_\_, the wife of John Z. Ely, \_\_\_\_\_, the wife of Lilburn H. Myers and John H. Pennington; that the said Wm. Pennington had purchased the interest of the said John H. Pennington and Lilburn H. Myers and wife, being a one twenty-fourth each. The said bill further alleges that John P. Graham had purchased the share of Thomas Garrison, a son of Daniel B. Garrison and wife, and that he had sold the same together with the interest of himself and wife to George W. Hughes.

The said bill further alleges, that the said Hughes had purchased the interest aforesaid, of John Z. Ely and wife and John P. Myers and wife, in the said land. The said bill further alleges that the said John J. Reasor and wife and an infant heir of Daniel B. Garrison and wife (both of whom were dead at the time of the institution of the suit) still owned their respective interests therein. The said bill further alleges that the said tract of land was susceptible of partition in kind. And the prayer of the said bill was to have a partition of the said land among the parties entitled thereto. Such proceedings were had in the said suit, that the said tract of land was duly partitioned by commissioners appointed by the court in the said cause and the said report was duly confirmed by the court. A certified transcript of the record in said cause is filed herewith, as a part of this bill, marked "Exhibit No. 1" and prayed to be treated as a part hereof.

Referring to the plat accompanying the said transcript and which is a part thereof, it will be observed that in the said partition, there was assigned to John L. Pennington lots No. 3 and 10 as shown on the said plat; there was assigned to Wm. Pennington,



lots No. 1, 5 and 7, as shown on the said plat; there was assigned to the said George W. Hughes, lots No. 2 and 8 as shown by the said plat; there was assigned to John J. Reasor and wife (really to his wife) lots No. 4 and 9 as shown by the said plat; and there was assigned to the unknown heir of Daniel Garrison lot No. 6 as shown on the said plat. Now your orators allege that the said lots Nos. 3 and 10 were assigned to the said John L. Pennington by reason of his purchase from his father, Wm. Pennington, of the interest of Martha Pennington in the said land, the said Martha having sold the same to the said Wm. Pennington and executed to him her title bond, and the said Wm. Pennington having assigned the title bond to the said John L. Pennington.

Your orators further allege, that the said John L. Pennington, likewise purchased from D. S. Reasor, who had purchased the same from John J. Reasor and wife lots Nos. 4 and 9 and paid the full purchase price therefor, and thus became the complete equitable owner of lots Nos. 3, 4, 9 and 10 as shown on the said plat.

After the confirmation of the said partition the said Wm. Pennington, exchanged lot No. 1 to George W. Hughes for the north end of lot No. 2, and at about the same time, the said John L. Pennington, exchanged the said lots Nos. 3, 4, 9 and 10 to his father Wm. Pennington for said part of lot No. 2. And pursuant to the said exchange, the said Wm. Pennington, by deed dated the 27th day of November, 1883, conveyed to the said George W. Hughes, the said lot No. 7 and practically all of lot No. 1, a copy of which deed made from D. B. No. 20, p. 391, is herewith filed as a part hereof, marked "Exhibit No. 2" And by a deed dated the 28th day of November, 1883, the said George W. Hughes and wife, conveyed to the said John L. Pennington, that part of lot No. 2 in the said partition, lying north and east of a line beginning at a point on the top of Lone Mountain near the letter "B" on said plat, and running thence along the top of the ridge, dividing Sand Lick and Laurel Branch to the intersection of the said ridge with the line "E W" on the said plat,



this deed showing on its face that the conveyance was made to the said John L. Pennington by direction of Wm. Pennington; said deed is herewith filed as a part hereof, marked "Exhibit No. 3"

As hereinbefore staed, the said John L. Pennington, had only a title bond from Martha Pennington for her interest in the said land. He possibly also had a title bond from D. S. Reasor for the interest of John J. Reasor and wife in the said land. At any rate, after he exchanged the same to the said Wm. Pennington the said D. S. Reasor and wife and Mary Pennington, by deed dated the 8th day of May, 1884, and recorded in Lee County D. B. No. 21 page 30, conveyed the said lots 9, 10, 3 and 4 as shown by the said plat of partition to the said Wm. Pennington. The said deed recites, that all of the said four lots were assigned in hte said partition, to the said John L. Pennington. This recital in said deed, in so far as lots Nos. 4 and 9 are concerned, is a mistake, since said partition shows that these lots were assigned to John J. Reasor and wife. Your orators allege that the fact about this matter is, the said interest was owned by the said John J. Reasor and wife at the date of the institution of said suit for partition, and after the institution of the said suit, the same was purchased from them by the said D. S. Reasor, and the said D. S. Reasor sold the same to the said J. L. Pennington, but these last mentioned facts do not appear from the record in the said suit, so that at the date of the said deed from Reasor and wife to the said Wm. Pennington, they may have understood and had good reason to understand, that the said lots were actually assigned to John L. Pennington, as he was the owner of them at the time of the assignment. Said last mentioned deed is herewith filed as a part hereof, marked "Exhibit No. 4".

The said John L. Pennington conveyed the said north end of lot No. 2 to John H. Reynolds, by deed dated the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, and recorded in D. B. No. \_\_\_\_\_ page \_\_\_\_\_, a copy of which is herewith filed as a part hereof, marked "Exhibit No. 5".

The said Wm. Pennington, by deed dated the \_\_\_\_\_ day of \_\_\_\_\_



18\_\_\_\_\_, and recorded in D. B. \_\_\_\_\_ page \_\_\_\_\_, conveyed to his son, J. D. Pennington, said lots Nos. 3, 4, 5, 9 & 10 of the said partition, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 6".

By deed dated the 6th day of February, 1893, and recorded in Lee county D. B. 28 p. 388, the said Jas. D. Pennington, conveyed all of the said lots to J. I. McClaskey, Trustee, in trust, to secure a sum of money to the Wheelands Foundary and Machine Works, the said lands being described therein as a three hundred and eighty five (385) acre tract, a copy of which last mentioned deed is herewith filed as a part hereof, marked "Exhibit No. 7".

Afterwards, George W. Blankenship was substituted as trustee in the said last mentioned deed, instead of Jas. I. McClaskey; and said Blankenship made sale of the said three hundred and eighty five (385) tract of land under the said deed of trust to W. H. Pennington and conveyed the same to him by deed dated the 6th day of August, 1897, and recorded in Lee county D. B. 34 P. 23 a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 8".

By deed dated the 16th day of August, 1897, and recorded in Lee county D. B. 34 p. 30, the said W. H. Pennington conveyed a parcel of the said tract of land to Joshua Moore, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 9".

By deed dated the 16th day of August, 1897, and recorded in Lee county D. B. 33 p. 383, the said W. H. Pennington conveyed another parcel of the said tract of land to Mary C. Witt. A copy of which deed is herewith filed as a part hereof, marked "Exhibit #10"

By deed dated the 16th day of March, 1898, and recorded in Lee county D. B. 34 p. 241, the said Mary C. Witt and her husband J. E. Witt, conveyed the last above mentioned parcel to L. S. Carter, a copy of which deed is herewith filed as a part hereof, marked "Exhibit No. 11".



By deed dated the 28th day of August, 1897, and recorded in Lee county D. B. 34 p. 3 the said W. H. Pennington Conveyed to Jas. R. Reynolds, another parcel of the said tract of land, and a copy of said deed is herewith filed as a part hereof, marked "Exhibit No. 12".

By deed dated the 4th day of Septamber, 1897, and recorded in Lee county D. B. 34 p. 24, the said W. H. Pennington and John M. Carter and wife Mary A. Carter, conveyed to Joshua Moore, another parcel of the said tract of land, and a copy of the said deed is herewith filed as a part hereof, marked "Exhibit No. 13".

Your orators allege that the said W. H. Pennington first sold the tract of land mentioned in this deed to the said John M. Carter and wife, or one of them, but had made no conveyance to them at the time of their sale to Johsua Moore, so that all of the said parties joined in the conveyance to the said Moore.

By deed dated the 4th day of September, 1897, and recorded in Lee county D. B. 33 p. 381, the said W. H. Pennington conveyed another parcel of the said tract of land to Howard Barnett, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 14".

By deed dated the 7th day of September, 1897, and recorded in Lee county D. B. 33 p. 392, the said W. H. Pennington conveyed to J. N. Redwine another parcel of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit N. 15".

By deed dated the 8th day of October, 1897, and recorded in Lee county D. B. 34 p. 50, the said W. H. Pennington and wife conveyed another parcel of the said three hundred and eighty five acre tract of land to Stephen A. Doss and wife, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No 16". Your orators allege that the land described in this deed is lot No. 5 which was assigned to Wm. Pennington in the partition hereinbefore mentioned, and that all the other conveyances made by W. H. Pennington, other then the conveyance to the said Doss includes parts



of lots Nos. 3, 4, 9 and 10, formerly owned by the said John L. Pennington as aforesaid.

By deed dated the 15th day of November, 1897, and recorded in Lee county D. B. 34 p. 6, the said W. H. Pennington and wife conveyed another parcel of the said land to R. L. Stapleton, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 17".

By deed dated the 13th day of November, 1897, and recorded in Lee county D. B. 33. P. 565, the said W. H. Pennington and wife conveyed to T. G. Johnson another parcel of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 18".

By deed dated the 21st day of July, 1900, and recorded in Lee county D. B. 36 p. 436, the said W. H. Pennington conveyed another parcel of the said tract of land to T. G. Johnson and a copy of the said deed is herewith filed as a part hereof, marked "Exhibit No. 19".

As a matter of fact, after he had executed the aforesaid deed of trust on the said three hundred and eighty five (385) acre tract of land, the said Jas. D. Pennington sold to J. N. Redwine certain parcels of the said land and conveyed the same to him, as will appear from an inspection of Exhibits No. 20 & 21 which are filed herewith as a part hereof, but these sales were void as to the deed and after the sale to W. H. Pennington under the deed of trust, of trust, the said W. H. Pennington, either resold said lands to said Redwine, or made conveyance of the same to him without consideration, the said W. H. Pennington being the son of the said J. D. Pennington. And the same thing may be true as to some other certain parcels of the said land conveyed by the said W. H. Pennington to others.

By deed dated the 23rd day of January, 1896, and recorded in Lee county D. B. 34 p. 397, the said J. N. Redwine and wife conveyed to their sons, George L. Redwine and Jacob V. Redwine, cer-



tain land therein fully described, which include, as your orators understand the matter, a part, at least, of the land conveyed to the said J. N. Redwine by the said W. H. Pennington, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 22".

By deed dated the 18th day of October, 1893, and recorded in Lee county D. B. 32 p. 40, the said J. N. Redwine and wife conveyed to Jas. R. Redwine a part of the said land, and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 23".

By deed dated the 22nd day of November, 1894, and recorded in Lee county D. B. 32 p. 43 the said J. N. Redwine conveyed to the said J. R. Redwine another amell parcel of the said land and a copy of this deed is herewith filed as a part hereof, marked "Exhibit No. 24".

Your orators are advised that their judgment is a lien on lots Nos. 3, 4, 9 and 10 of the said partition, since the the said John L. Pennington, as hereinbefore set out, was at one time the complete equitable owner of the said lands and has never conveyed the same to any person.

Your orators are further advised that the said north end of lot No. 2, ----that part described in the deed from John L. Pennington to the said John H. Reynolds--- is likewise subject to the lien of their judgment, as it is clearly shown by the deed from Wm. Pennington to George W. Hughes hereinbefore mentioned and the deed from the said Hughes and wife to J. L. Pennington hereinbefore mentioned; that the said George W. Hughes exchanged this tract of land to the said Wm. Pennington for lots Nos. 2 and 7 by a written agreement; and that the said Wm. Pennington thereby became the complete equitable owner of the said lot and of lot No. 2, and your orators allege that he has never conveyed the same to any person.

Your orators are advised that under the registry laws of the State of Virginia, their said judgment constitute a lien upon the the said lots Nos. 3, 4, 9 and 10 and said northern end of lot No.



2, as shown by the said plat of partition.

Your orators allege that the said lands will not, separately or collectively, sell for a sum sufficient to pay your orators' lien and the other liens against the same, in five years.

Your orators allege that there are divers other liens against the said lands, all of which are fully and completly shown by the report of A. M. Goins, Special Commissioner and statement "A" filed therewith, which report was filed in said cause on the 2nd of February, 1903, and your orators allege therefore, that there will be no necessity for a freerence of this cause to a commissioner for the ascertainment of liens.

The object therefore of this bill, which is brought for the benefit, not only of your orators, but of all the other judgment lien creditors of J. L. & Wm. Pennington, who will come into and share the cost of the same, is to enforce the liens of the said judgments against the real estate hereinbefore fully set out.

The prayer, therefore, of your orators is, that the said J. L. Pennington, Wm. Pennington, John H. Reynolds, Jas. R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett, and L. S. Carter be made parties defendant to this bill and be required to answer its several allegations, but they need not do so under oath, that being expressly waived; that upon a hearing of the cause a decree be rendered, appointing a commissioner to make sale of the said lands to satisfy the liens against the same, and that full general relief be granted.

May Subpoena issue etc.

L. T. Hyatt )  
( p. q.  
R. T. Irvine )

Exhibit "1" filed with Third Amended Bill.

WILLIAM PENNINGTON, et al. . . . . Plaintiff.  
vs. (In Chancery.



GEORGE W. HUGHES, et al. . . . . Defendant.

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TRANSCRIPT of the RECORD.

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VIRGINIA:

Pleas before the circuit court, of the county of Lee, at the court house thereof, on the 3rd day of September, 1883.

Be it remembered that heretofore, to-wit, at rules held in the clerk's office, of the said county, on the first Monday in November, 1882, came William Pennington and John L. Pennington by counsel, and filed a bill in chancery against George W. Hughes, John J. Reasor and Amanda, his wife, John P. Graham and America, his wife, Thomas Garrison and \_\_\_\_\_ an unknown heir of Daniel B. Garrison and \_\_\_\_\_ his wife, which bill is in the words and figurs following, to-wit;

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B I L L .

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To the Hon. John A. Kelley, judge of the circuit court, of Lee County, Virginia.

Humbly complaining, your orators William Pennington and John L. Pennington would respectfully show your honor, that one Thomas Pennington, formerly a citizen of this county, died, leaving six children his heirs at law, to whom his property descended, to-wit, Sarah, who intermarried with Joseph N. Ely, America, who intermarried with John P. Graham, \_\_\_\_\_ who intermarried with Daniel B. Garrison, Amanda, who intermarried with John J. Reasor, Tobias Pennington and Martha Pennington. Among the property which descended to the heirs of the said Thomas Pennington, was a tract of land, situate in the Sand Lick, in said county, containing by estimation eight hundred to one thousand acres, which tract of land was assigned to the heirs of Thomas Pennington in the partition of the lands of Edward Pennington, deceased, to which partition and



assignment reference is here made for a more particular description of said land, a copy of so much of said partition and assignment, as is necessary for the purpose, is here filed, marked "A"

Your orator, William Pennington, will now show your honor, that he has purchased from Joseph N. Ely and Sarah, his wife, their share of the said land, being the one-sixth thereof, a copy of their deed to your orator, for their undivided sixth of said land, is filed herewith as part hereof, marked "B". He also purchased from Marth Pennington her undivided sixth part of said land, and she has executed her title bond to your orator for the same, and your orator has sold to his co-plaintiff the said John L. Pennington said interest, and assigned said bond to him, all of which fully appears by said bond and assignment endorsed thereon, a copy of which is here filed, marked "C"

Your orator will further show your honor, that the said Tobias Pennington a son, and one of the heirs of Thomas Pennington, and one of the parties to whom said land was assigned, has since said assignment died, and that his interest in said land descended to his four children, his heirs at law, to-wit, \_\_\_\_\_ Pennington, who intermarried with John P. Myers, \_\_\_\_\_ Pennington, who intermarried with John Z. Ely, \_\_\_\_\_ Pennington, who intermarried with Lilburn H. Myers and John H. Pennington, and your orator Wm. Pennington has bought two of the said shares to-wit, the share of John H. Pennington, Lilburn H. Myers and \_\_\_\_\_ Myers his wife, both of whom have conveyed same by deed, copies of which are here filed, marked "D" & "E"

Your orator has been informed that John P. Graham has purchased the share of Thomas Garrison, a son and one of the heirs of Daniel B. Garrison and \_\_\_\_\_ his wife, and that he has sold the same together with the interest of himself and wife in said tract of land to George W. Hughes.

Your orators are also informed that the said Hughes has purchased of John Z. Ely and \_\_\_\_\_ Ely his wife and John



P. Myers and \_\_\_\_\_ his wife two of the heirs of Tobias Pennington, their interest in said land, and the same has been conveyed to him.

The said John J. Reasor and Amanda his wife, who reside in Texas, still hold and own their share, and \_\_\_\_\_ an infant heir of Daniel B. Garrison and wife, both of whom are deceased, holds an interest, being one-half of a share. So your Hon. will see that the plaintiffs are the owners of two and one-half shares, or five twelfths of the whole tract; Geo. W. Hughes two shares, or four twelfths of the whole tract; J. J. Reasor and wife one share, or two twelfths of the whole tract; \_\_\_\_\_ an unknown heir of Daniel B. Garrison and \_\_\_\_\_ his wife one-half share, or one twelfth of the whole tract.

Your orators assent that said tract of land is susceptible of partition among those entitled thereto, and they are advised they are entitled to have partition made, and they will here show your honor that they are the owners of land adjoining said tract, and they pray that their respective shares of said land be laid off adjoining the lands now owned by them, which they allege may be done without injury to the interest of their co-parceners.

They will now further show your honor that the said Geo. W. Hughes is in the possession of the said lands, that for several years he has been cultivating, using and enjoying it; that he has cut and appropriated to his own use much valuable timber on said land, and they are advised that they are entitled to a part of said rents and profits, or to be compensated therefor, and that they are also entitled to be compensated for the timber used by said Hughes according to their interest in said land.

Now, the object of this bill, is to have said lands partitioned among those entitled thereto; to have an account of the rents and profits of said land, and the timber used from it, and \_\_\_\_\_ at law. They pray your honor's court of chancery to take conveyance of it and grant them prop-



er relief to this end. They pray that Geo. W. Hughes, John P. Graham and America his wife, John J. Reasor and Amanda his wife, Thomas Garrison and \_\_\_\_\_ an unknown heir of Daniel B. Garrison, and \_\_\_\_\_ his wife be made parties to this bill, and they pray that each of the adult defendants be required to answer its allegations on oath; that a guardian ad litem be appointed to answer for \_\_\_\_\_ an unknown heir of Daniel B. Garrison and wife; that a commissioner be appointed to ascertain the value of the rents and profits of said land for the time it has been used, who have used them, the value of the timber taken by said Hughes from said land, and that said land be partitioned between those entitled thereto according to their several rights and for such other general and special relief as suited to their case and meet for a court of equity to grant.

May Spa. issue &C.

C. T. Duncan for Plaintiffs.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Lee County -----Greeting:

We command you to summon George W. Hughes, John J. Reasor, and Amanda his wife, John P. Graham and America his wife, Thomas Garrison and \_\_\_\_\_ an unknown heir of Daniel B. Garrison and \_\_\_\_\_ his wife. To appear at the clerk's office of the Circuit Court of Lee, at the Court House, on the first Monday in November next, being rule day to answer a bill in chancery, exhibited in our said court against them by William Pennington and John L. Pennington. And have then there this writ. Witness John A. G. Hyatt Clerk of our said court at the court house, this 9th day of October, 1882; in the 107 year of the Commonwealth.

J. A. G. Hyatt, Clerk.

Executed October, 1882.

F. Miles, D. S.



VIRGINIA; Lee county, to-wit:

This day William Pennington personally appeared before me and made oath in due form that John J. Reasor and Amanda Reasor his wife, Thomas Garrison and \_\_\_\_\_ an unknown heir of Daniel B. Garrison and \_\_\_\_\_ Garrison his wife are non-residents of the State of Virginia.

Given under my hand this the 9th day of October, 1882.

J. A. G. Hyatt, Clerk.

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And the defendants George W. Hughes, John P. Graham and America his wife, having been duly summoned to appear here this day and not appearing, it is ordered that unless they do appear here at rules to be held on the 3rd Monday in November, 1882, and answer, demur or plead to said bill, the same will be taken for confessed and the court will decree accordingly. And the cause is continued at rules for completion of order of publication as to the other defendants.

At which day, to-wit, at rules held in the clerk's office of the said court, on Monday the \_\_\_\_\_ day of November, 1882, the said defendants not appearing to answer, plead or demur to the plaintiff's bill, and the order of publication having been completed against the non-resident defendants and they likewise failing to plead, answer or demur to the said plaintiff's bill, it is ordered that the same be taken for confessed as to <sup>the</sup> said defendants; and on motion of the plaintiff's counsel the cause is set for hearing at the next term.

VIRGINIA:

In the Clerk's Office of the said Court of Lee county, on the 10th day of October, 1882.

William Pennington, et al. . . . . . Plaintiff.

vs., (In Chancery.

George W. Hughes, et al. . . . . Defendant.

The object of this suit is to have partition made of the tract



of land in the bill and proceedings mentioned among those entitled thereto. ---And it appearing from an affidavit filed in this cause, that John J. Reasor and Amanda Reasor his wife, Thomas Garrison and \_\_\_\_\_ an unknown heir of Daniel B. Garrison and \_\_\_\_\_ his wife are non-residents of the State of Virginia, it is ordered that they appear here within one month after due publication of this order, and do what may be necessary to protect their interest in this suit.

J. A. G. Hyatt, Clerk.

PUBLISHER'S CERTIFICATE.

Jonesville, Va. Nov. 27, 1882.

I, F. R. Stickley, Publisher of the Lee county Sentinel, a weekly newspaper published at Jonesville, Lee county, Virginia, do certify that the annexed Chancery Order was published four successive weeks in said newspaper, publication ending Nov. 3rd, 1882.

F. R. Stickley, Publisher.

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And at another day to-wit:

At a Circuit Court continued and held for Lee county at the court house thereof, on Tuesday the 5th day of December, 1882.

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Decree No 1.  
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William Pennington, et al. . . . . Plaintiff.

vs. (In Chancery.

George W. Hughes, et al. . . . . Defendants.

On the motion of George W. Hughes by his counsel, leave is granted him to file his answer and the same is accordingly filed, and thereupon the cause came on to be heard upon the bill of the Plff. taken for confessed by all the Defts. except said Hughes, and to be heard as between him and the Plaintiffs, and his said answer and bill, and was argued by counsel.

On consideration thereof, it is adjudged, ordered and decreed



that partition of the lands in the bill mentioned, be made among the plaintiffs and defendants, according to the prayer of the bill, and to attain this end, L. M. Carmical, A. D. Robbins and Samuel Carter are appointed commissioners to make said partition, and in doing so, they will assign the plaintiffs William & John L. Pennington two and one-half shares, or five twelfths of the whole tract; George W. Hughes two shares, or four twelfths of the entire tract; John J. Reasor and wife one share, or two twelfths of the entire tract which said share will be laid off adjoining the lands assigned to the plaintiffs, if the same can be done without prejudice, and to an unknown heir of Daniel B. Garrison and wife one-half share, or one twelfth of the entire tract, and in making these assignments said commissioners will have due regard to quantity and quality, situation &c., and if they can do so, without injury or prejudice to the rights of the other parties interested, they will assign to the plaintiffs their five twelfths adjoining their other lands, and if said commissioners can do so without injury to other parties, they will assign to said Hughes one-half of his interest on the west, and the other half on the east side of his home-farm. Said commissioners will also ascertain and show the value of any rent which said Hughes ought to pay his co-parceners, and ~~the~~ value any timber used by him, taken from the land to be partitioned, beyond the Improvement of the land by the removal of said timber, and in said partition, said commissioners if they can do so, will adjust the matter of rent, and the damage in the way of <sup>the</sup> use of timber, if any, by assigning to said Hughes, more or less, of said land as justice may require, and said commissioners will report their action to the court, and the cause is continued.

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The answer of defendant, George W. Hughes mentioned in the above decree, is in the words and figures following, to-wit:

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ANSWER.

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To the Hon. John A. Kelley, Judge of the circuit court, of Lee county, Virginia:

The separate answer of George W. Hughes, to a bill filed against him and others by William Pennington and John L. Pennington and now pending in this Hon. court for answer thereto, or so much thereof as he is advised it is material for him to answer, says;

That he supposes the plaintiffs in their bill have correctly described the heirs at law of Thomas Pennington, deceased and the tract of land sought to be partitioned, and he also supposes that the plaintiffs have correctly shown the parties who now own said tract of land, and the interest each one has therein, at all events they have correctly stated the interest this respondent has therein, and as evidence thereof, this respondent now files herewith as a part of this answer, his several deeds for the interests which he has purchased in said land, marked \_\_\_\_\_.

This respondent has nothing to urge against the partition of the land sought by the plaintiffs, but on the contrary he joins with them in their prayer to obtain that, and;

Respondent admits the fact, that occasionally, since he has owned an interest in said land, he has used and cultivated a small piece thereof, perhaps some three or four acres, and he here states that he did not prevent, or attempt to prevent other interested parties from doing the same thing, and he further states that the little land, thus cultivated by him, was poor and yielded but little, so that the rent thereof could be but a little sum at most, and if your honor should be of opinion that respondent is liable to account for rent with his co-parceners, or just tenants, or tenants in common, then he is willing in the partition of said lands to account for such rents as any three disinterested, competent men will say such rents were reasonably worth, and in this way settle that matter without reference to a commissioner, and thereby save the cost incident thereto.

Respondent here states that he purchased an interest <sup>in</sup> these



lands, with the view of supplying himself with timber, more than for the real value of the land itself, and he admits the fact, that he has taken and used a small quantity of the timber thereon, and in order to compensate the parties in interest, if they think the land has been injured by the removal and use of the timber as aforesaid, Respondent<sup>o</sup> is willing, in the partition thereof, that the commissioners to be appointed, may assign to him the land from which said timber has been taken, at such value as would be placed thereon had not a single stick been removed therefrom.

And respondent further states that the tract of land sought to be partitioned in this suit, lies all around the little farm of fifty or seventy five acres on which he lives, and which he acquired many years ago, by purchase from others not interested in the tract which is the subject of this suit, and he is advised that a court of equity, where it can do so without injury to the other coparceners or just tenants, will direct its commissioners to assign to any one of the parceners, joint tenants or tenants in common, his share or other shares of the subject of partition, wherever it may be desired, if the same can be done without injury to the other parties interested, and respondent claims that in this case, it suits him to have a part of his interest in this land assigned to him on the west of his present farm and the residue on the east end or side thereof and that this partition can be thus made on the principle above stated, and that by this mode of partition, he would get the land supposed by the plaintiffs to have been injured by the destruction and removal of valuable timber therefrom.

Respondent having now answered as fully as deemed material, prays to be hence dismissed with his costs.

Ayers & Morgan for Defendant,

G. W. Hughes.

I do swear that the facts stated in the foregoing answer as far as made on my own knowledge are true, and so far as made on



knowledge derived from others I believe them to be true, so help me God.

his  
George W. X Hughes.  
mark

Sworn to before me the 27th of November, 1882.

Henry J. Morgan, Comr.

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And now at this day, to-wit:

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Decree Final.  
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At a circuir court continued and held for Lee county, at the court house thereof, on \_\_\_\_\_, September 3rd, 1883.

William Pennington, et al. . . . . . Plaintiffs.

vs. (In Chancery.

George W. Hughes, et al. . . . . . Defendants.

This cause came on again this day to be further heard upon the papers formerly read in the cause and the report and plat of L. M. Carmical, A. D. Robbins and Samuel Carter, commissioners, filed in the cause, March 17th, 1883 and the exceptions filed to said report by William Pennington, John L. Pennington and John Reasor and wife, and was argued by counsel.

And thereupon the said exceptors wothdrew the said exceptions filed by them to said commissioners' report and the report and plat of said commissioners having been filed the time required by law and there being no further exceptions thereto, the same are hereby confirmed, and it is adjudged, ordered and decreed that the parties in interest take and hold free from the claim of each other, the lots of land laid off and assigned to them, respectively by said commissioners, according to the metes and bounds as set forth in the report and plat of said commissioners. And it is ordered that the decree appointing said commissioners, their said report and plat and this decree be recorded by the clerk of the county court of this county, in the book in his office for the recordation of deeds,



and it is further ordered that the parties to this suit pay the costs of this suit in proportion to their interest in the land partitioned, and for which execution may issue. And the cause is stricken from the docket.

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The report of commissioners filed March 17th, 1883, and mentioned in the last mentioned decree is in the words and figures following, to-wit:

William Pennington, et al. . . . . . Plffs.

vs. (In Chancery.

George W. Hughes, et al. . . . . . Defts.

Pursuant to an order of the circuit court of Lee county, continued and held at the court house thereof on December 5th, 1883.

We, the undersigned commissioners, appointed to make partition of the lands of \_\_\_\_\_, deceased, the same lands mentioned in the bill filed in the above styled cause, proceeded the 13th day of February, 1883, to perform that duty according to the following report and plat.

We first surveyed the entire boundary, and finding a considerable difference in the quality of the land, divided the whole into two distinct parts, the more valuable being north of the wagon road, the inferior consisting of the Stone Mountain lying south of said road, and subdivided these parts into the lots herewith described. And further more as the lands are made up of deep hollows bounded by steep ridges, we thought it advantageous to all parties to run mainly with the tops of said ridges, as straight lines from mountain to mountain necessarily cuts said hollows in two fragments, greatly damaging their value.

With due regard to quality, quantity and situation, we have laid off and assigned to William Pennington one half share, or 3/12 of the whole, composed of the three following described lots. Lot No. 1. Beginning at "A" a stake, maple, service and birch at the



mouth of Bob branch, a corner to the Mourning Andis dower lands; thence N. 12 W. 20 1/2 poles to a maple near the foot of a spur; thence with said spur N. 46 E. 22 poles to a small black oak; N. 29 1/2 E. 14 1/2 poles to two black oaks; N. 10 E. 13 1/2 poles to a black oak; N. 17 E. 30 1/2 poles to a hickory; N. 19 E. 14 poles to a hickory and black oak; N. 4 1/2 W. 38 poles to a stake; N. 12 E. 20 poles to a rock; N. 3 1/2 E. 14 poles to an oak; N. 63 E. 40 poles to a chestnut and poplar; North 94 poles to a stake on top of Lone Mountain; thence with the top of said mountain S. 52 W. 6 1/2 poles to a stake; N. 76 W. 28 poles to a stake; S. 85 W. 6 poles to a stake on a line of a survey made in the name of Michael Myers and with the same S. 30 1/2 E. 44 poles to a stake; N. 65 1/2 W. 80 poles to a stake; N. 29 1/2 W. 26 poles to the top of said mountain; thence leaving the lines of said fifty acre survey and with the mountain and with said Mourning Andis dower lines N. 82 W. 6 poles to a stake on top of a point; S. 19 W. 16 poles; S. 52 W. 20 poles; S. 3 W. 21 poles; S. 36 E. 7 poles; S. 15 E. 40 poles; S. 30 W. 40 poles; S. 7 E. 8 poles; S. 1 W. 14 poles; S. 2 E. 8 S. 29 E. 16; S. 13 1/2 E. 12; S. 9 1/2 W. 16 poles to a white oak, two hickories and maple near the top of said mountain; thence leaving the top S. 60 E. 53 poles to three beeches on the Bob Branch; thence with the same S. 20 W. 20 poles; S. 34 W. 3 poles; S. 4 1/2 W. 6; S. 9 E. 28; S. 28 E. 14 poles to the beginning. Said lot is represented on the plat by the letters "A" "B" "C" to "A" and contains about 109 acres.

Also lot No. 5. Beginning at "B" a chestnut oak and black oak on the top of Lone Mountain and a corner to lot No. 2; thence with the lines of the same S. 3 E. 18 poles to a rock on a point of a spur and down said spur S. 11 E. 27 poles to a beech; S. 10 W. 24 poles to a maple and gum on a branch; S. 53 E. 20 poles to two sourwoods on a point between two branches; S. 14 1/2 E. 23 poles to a large rock; S. 35 E. 31 poles to a white oak and sourwood on the east bank of Sand Lick branch, a corner to lot No. 4, and with the



lines of the same N. 12 E. 33 poles to a red oak on the point of a spur; <sup>up said spur</sup> N. 20 E. 11 poles to a chestnut oak; N. 23 E. 16 poles to a small hickory, chestnut, white-oak and sourwood, a corner to lot No. 6; thence with the same N. 10  $1\frac{1}{2}$  W. 105 poles to a small chestnut oak on a point and near some rocks; N. 17 E. 10 poles to a chestnut on top of mountain; thence leaving No. 6 and with the top of mountain S. 85  $1\frac{1}{2}$  W. 24 poles; S. 47 W. 35 poles; S. 37 W. 12 poles to the Beginning. Said lot is represented by "D", "J", "K" & "L", and contains about forty four acres.

Also lot No. 7. Beginning at "A" a stake, maple, service and birch, corner to lot No. 1; thence S. 55 W. 50 poles to a stake at the mouth of Straight Creek; N. 89 E. 10 poles crossing the North Fork to a stake; S. 85 E. 40 poles to a large rock on ~~the~~ top of Stone Mountain and with the same N. 60 E. 10  $\frac{1}{2}$  poles to a stake corner to lot No. 8 and with a line of the same N. 22 W. 50 poles crossing the North Fork to a rock on the edge of the road; S. 28  $1\frac{1}{2}$  W. 40 poles to a stake and small kickory; S. 80 W. 22 poles crossing the North Fork to a stake in the edge of road and with the same S. 25 W. 15  $1\frac{1}{2}$  poles; S. 66 W. 12; S. 82 W. 18 poles to the Beginning. Said lot is represented by "A", "N", "O", "P" & "Q" containing about twenty two acres.

We have laid off and assigned to George W. Hughes two shares, or four twelfths of the whole, composed of the two following described lots. Lot No. 2. Beginning at "A" a stake, maple, service and birch, a corner to lot No. 1; thence with lines of the same N. 12 W. 20  $1\frac{1}{2}$  poles to a maple near the foot of a spur; thence with said spur N. 26 E. 22 poles to a small black oak; N. 29  $1\frac{1}{2}$  E. 14  $1\frac{1}{2}$  poles to two black oaks; N. 10 E. 13  $1\frac{1}{2}$  poles to a black oak; N. 17 E. 30  $1\frac{1}{2}$  poles to a hickory; N. 19 E. 14 poles to a hickory and black oak; N. 4  $1\frac{1}{2}$  W. 38 poles to a stake; N. 12 E. 20  ~~$1\frac{1}{2}$~~  poles to a rock; N. 3  $1\frac{1}{2}$  E. 14 poles to an oak; N. 63 E. 40 poles to a chestnut and poplar; North 94 poles to a stake on top of Lone Mountain; thence with the top of same N. 85  $1\frac{1}{2}$  E. 5 poles to a stake



on a high point; N.  $8 \frac{1}{2}$  E.  $18 \frac{1}{2}$  poles; N. 19 E. 22 poles; N.  $4 \frac{1}{2}$  W.  $6 \frac{1}{2}$ ; N.  $59 \frac{1}{2}$  W.  $28 \frac{1}{2}$ ; N.  $25 \frac{1}{2}$  W. 6; N.  $37 \frac{1}{2}$  W.  $2 \frac{1}{2}$ ; N. 16 W. 11 poles; N. 29 W. 22 poles to a maple and chestnut (Pennington's corner) N. 14 W. 7 poles; N. 40 E. 14 poles; N.  $18 \frac{1}{2}$  E. 24 poles; N.  $88 \frac{1}{2}$  E. 16 poles; N. 37 E. 19 poles; N.  $64 \frac{1}{2}$  E. 26 poles; N. 45 E. 8; N. 74 E. 12 poles; S. 70 E. 14 poles; N.  $87 \frac{1}{2}$  E. 8 poles to a chestnut and black oak a corner to lot No. 5; thence with lines of the same S. 3 E. 18 poles to a rock on a point of a spur and down said spur S. 11 E. 27 poles to a beech; S. 10 W. 24 poles to a maple and gum on a branch; S. 53 E. 20 poles to two sourwoods between two branches S.  $14 \frac{1}{2}$  E. 23 poles to a large rock; S. 35 E. 31 poles to a white oak & sourwood on the east bank of Sand Lick branch a corner to lot No. 4; thence S. 12 E. 250 poles to a stake and spruce pine on the south edge of the road; thence with the road S. 74 W. 25 poles; S.  $58 \frac{3}{4}$  W. 9 poles; S.  $67 \frac{1}{2}$  W. 17 poles; S. 79 W. 34 poles to a white oak corner to a fifty acre survey made in the name of Michael Myers; thence with the same N. 19 W. 98 poles to a white oak, maple and dogwood; N.  $89 \frac{1}{2}$  W. 44 poles to a white oak, chestnut oak and cucumber; S.  $2 \frac{1}{2}$  W. 47 poles to a stake on a hill side; S.  $70 \frac{1}{2}$  E. 6 poles; S.  $23 \frac{1}{2}$  W. 55 poles to a stake; S. 20 W. 51 poles to a stake; N.  $80 \frac{1}{2}$  E. 8 poles to a stake on the west bank of the North Fork, a corner to lot No. 7; thence with the road S. 25 W.  $15 \frac{1}{2}$  poles; S. 66 W. 12 poles; S. 82 W. 18 poles to the Beginning. Said lot is represented on the plat by the letters "A" "B" "D" "J" "E" "F" "L" "H" "I" & "Q" and contains about two hundred and twenty acres.

Also lot No. 8. Beginning at "F" a white oak corner to the Michael Myers fifty acre survey; thence with the road S.  $78 \frac{1}{2}$  W. 65 poles to a rock, a corner to lot No. 7, and with a line of the same S. 22 E. 50 poles to the top of Stone Mountain and with the top N. 60 E. 44 poles; N. 49 E. 8; N. 71 E. about 64 poles to a stake corner to lot No. 9 and with a line of the same N. 10 W. 30 poles to a stake in road and with the same S.  $58 \frac{3}{4}$  W. 9 poles; S.



67 1/2 W. 17 poles; S. 79 W. 34 poles to the Beginning. Containing about twenty six acres and is represented on the plat by the letters "F" "P" "O" "R" & "S"

We have laid off and assigned to John L. Pennington, one share, or two twelfths of the whole, composed of the two following described lots. No. 3. Beginning at "E" a stake and spruce on the south edge of the road, a corner to lot No. 2; thence with the road N. 76 1/2 E. 8; N. 58 1/2 E. 26; N. 34 E. 21; N. 34 E. 10; S. 86 E. 5; N. 82 E. 12 poles to a stake, spruce and chestnut on the north bank of the North Fork, a corner to Alexander Pennington's land and with lines of the same and up a steep ridge N. 13 1/2 W. 15 poles to a white oak; N. 20 1/2 E. 64 poles to four Spanish oaks on a point of a spur; N. 4 W. 28 poles to a gum and chestnut on the top of a ridge; thence with the same N. 61 1/2 E. 10 poles; N. 26 E. 6 poles; N. 47 E. 13; N. 73 E. 36; N. 75 E. 21; N. 88 1/2 E. 20 to two small black oaks and chestnut; N. 11 E. 21 to a gum and red oak; N. 29 1/2 W. 16 1/2 poles; N. 5 1/2 W. 12 1/2; N. 80 W. 25; N. 7 W. 30 to a gum and chestnut oak on a point, a corner to lot No. 4; thence with lines of the same and down a dividing ridge; S. 56 W. 33 poles to a chestnut; S. 48 W. 37 poles to a chestnut oak among rocks; S. 66 W. 11; S. 45 W. 25; S. 38 1/2 W. 17 to a small chestnut S. 49 W. 14 to a beech among rocks S. 80 W. 30 poles to a white oak, gum and maple on the east bank of Sand Lick branch; S. 50 W. 39 poles to a white oak, chestnut and sourwood on a line of lot No. 2; thence with the same S. 12 E. 160 poles to the Beginning, containing about one hundred and eleven acres, and represented on plat by the letters "E" "T" "U" "V" & "W". Also lot No. 10. Beginning at "U" a stake, spruce and chestnut, a corner to lot No. 3 and with lines of the same and with the road S. 82 W. 12 poles; N. 86 W. 5; S. 34 W. 10; S. 37 W. 21 poles to a stake, corner to lot No. 9 and with a line of the same S. 33 E. 40 poles to the top of Stone Mountain, thence with the same N. 71 E. 50 po. to a stake N. 33 W. 61 po. to the Beginning, containing about 13 acres and represented on



map by letters "T" "Y" "Z" & "U"

We have laid off and assigned to John J. Reasor and wife, one share, or two twelfths of the whole composed of the two following described lots. Lot No. 4. Beginning at "J" a white oak and sourwood on the east bank of Sand Lick branch, a corner to Lot No. 5; thence with lines of the same N. 12 E. 33 poles to a red oak on the point of a spur; N. 20 E. 11 poles to a chestnut oak; N. 23 E. 16 poles to a small hickory, chestnut, white oak and sourwood, corner to lot No. 6; thence with lines of the same along the top of a ridge N. 77 E. 33 poles; N. 58 1/2 E. 9 poles; N. 66 E. 32 poles; N. 81 1/2 E. 6 1/2 poles; N. 47 1/2 E. 16 poles to "X" a gum and two small black oaks; thence leaving lot No. 6 S. 49 1/2 E. 22 poles; S. 82 E. 36 poles to a broken chestnut oak, gum and chestnut on a high knob; S. 28 E. 55 poles to a chestnut oak and gum on a point, a corner to lot No. 3; thence with lines of the same and down a dividing ridge S. 56 W. 33 poles to a chestnut; S. 48 W. 37 poles to a chestnut oak among rocks; S. 66 W. 11; S. 45 W. 25; S. 38 1/2 W. 17 to a small chestnut; S. 49 W. 14 poles to a beech among rocks; S. 80 W. 30 poles to a white oak, gum and maple on the east bank of Sand Lick branch; S. 50 W. 39 poles to a white oak, chestnut and sourwood on a line of lot No. 2; thence with the same N. 12 W. about 90 poles to the Beginning, containing one hundred and ten acres, and represented on the plat by figure "J" "K" "X" "V" & "W". Also lot No. 9 Beginning at "E" a stake and spruce on the south edge of the road, a corner to lot No. 2; thence with a line of said lot and with the road S. 74 W. 25 poles to a stake, corner to lot No. 8 and with a line of the same S. 10 E. 30 poles to a stake on top of Stone Mountain & with the top N. 71 E. 72 poles to a stake, corner to lot No. 10; thence with a line of said lot N. 33 W. 40 poles to a stake in road and with the same S. 58 1/2 W. 26 poles; S. 76 1/2 W. 8 poles to the Beginning, containing about fourteen acres and represented by Figures "E" "S" "R" "Y" & "T".

We have laid off and assigned to an unknown heir of Daniel B.



Garrison one half share, of one twelfth of the whole, composed of lot No. 6 and bounded as follows, to-wit: Beginning at "L" a chestnut on top of Lone Mountain, a corner to lot No. 5; thence with the top of said Mountain N. 87 E. 27 1/2 poles; N. 69 E. 25; N. 82 E. 24; N. 42 E. 18 to a white oak and poplar, corner to Morgan's land; S. 35 E. 21 1/2; S. 16 1/2 E. 40; S. 7 W. 16; S. 28 W. 15; S. 5 E. 15 poles to two chestnuts a gum and two small black oaks, a corner to lot No. 4; thence with a dividing ridge S. 47 1/2 W. 16; S. 81 1/2 W. 6 1/2; S. 66 W. 32; S. 58 1/2 W. 9; S. 77 W. 33 to a small hickory, chestnut, white oak and sourwood, a corner to lot No. 5 and with the same N. 10 1/4 W. 105 poles to the beginning, containing fifty nine acres and represented on plat by figures "L" "X" & "K"

As to the matter of rent and damage of timber charged against G. W. Hughes, it is small, and as we have assigned unto him all the lands whereof there is complaint, we deem no further adjustment necessary.

All of which is most respectfully submitted.

L. M. Carmical,

A. D. Robbins,

Samuel Carter.

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The exceptions to the said commissioners report mentioned in said last mentioned decree, filed March 26th, 1883, are in the words and figures following, to-wit:

William Pennington, et al . . . . .

vs. (In Chancery.

George W. Hughes, et al . . . . .

The plaintiff, William Pennington, excepts to the partition of the lands, as herein reported, for the following reasons.

First.- Because his one and one-half share, or three twelfths of said tract of land is not laid off in a body together, when the same could have been done without any damage whatever to the rights of the other parties in interest. But instead of laying off the



same in one body, the commissioners have divided this three twelfths into three lots, shown on the plat as lot No. 1, 5 & 7, and by an inspection of which, it will be seen that he cannot possibly get from lot No. 5 to either of the others without passing through or over the lands of other persons.

SECOND.- Because his share is far below the value of the land<sup>Share</sup> of George W. Hughes, in proportion to the interest of each.

The plaintiff, John L. Pennington, excepts to the partition of said lands, made by the said commissioners,

First.- Because his one share, or two twelfths of said land is not laid off in a body, nor is it laid off adjoining his other lands, either of which or both might have been done without any injury whatever to the rights of the other parties interested in said lands. His shares are marked on the plat, accompanying said commissioners report as Nos. 3 and 10. And said plaintiff's other lands adjoining said tract lie on the west and north side of it.

The defendants, John J. Reasor and wife, except to said partition.

First.-- Because their one share, or <sup>two</sup>~~three~~ twelfths of said land is not laid off in a body, and it could have been so laid off without injury to the rights of other parties interested.

Second.-- Because, as laid off by said commissioners, it is impossible to get from one of said lots to the other without passing over the lands of other persons.

Third.-- Because they cannot get to lot No. 4 laid off and assigned to them without going through the lands of other persons

and this is their principal lot. *Fourth.-- Because The share laid off to these defendants is far below the value the share laid off to G. W. Hughes.*

All of said exceptors hereinbefore named except to said partition made by said commissioners in so far as lots Nos. 2 and 8 assigned to G. W. Hughes for his two shares or four twelfths of said land, because his shares as laid off by said commissioners, are double or almost double in value in proportion to interest of the lots assigned to the other parties.



And these exceptors say, that they have offered to said Hughes, lots No. 4, 3, 10 & 9 which contain, or are intended to contain two shares, or four twelfths of said land for that part of his two shares, or four twelfths embraced in lot No. 2 and to pay him two hundred (\$200.00) dollars in cash to boot, which offer the said Hughes declined, and this offer was made in good faith and is here again made, and this notwithstanding the fact that full shares in said tract of land have only been rating and selling at one hundred (\$100.00) dollars each.

Respectfully,

William Pennington,

John L. Pennington,

J. J. Reasor and wife,

by

Richmond, Duncan & Orr.

Exhibit No. "2", filed with Bill.

THIS DEED made this 27th day of November 1883, by and between William Pennington and Barbary Jane Pennington his wife, of the one part and George W. Hughes of the other part, all of Lee County Virginia;

Witnesseth; that for and in consideration of certain land to be conveyed to said William Pennington by George W. Hughes pursuant to a written agreement entered into between them on the 11th day of August 1883, in the chancery cause then pending in the Circuit Court of Lee County, Va., in which said Pennington et al, were plaintiffs and said Hughes et als, defendants, the said William Pennington and Barbary Pennington his wife, do hereby grant and convey with covenants of general warranty unto the said George W. Hughes two certain lots or parcels of land known and designated on the plat and in the report of the Comrs., who partitioned the land in said chancery cause, as lots Nos. 1 & 7 except so much of lots No. 1 as lies west of a line running west of a corner mentioned in said report and plat as three beeches on the Bob Branch N. W.



poles with the fence to where said fence turns westward and thence a strait line to the top of the Lone Mountain to two black oaks spanish oak and sourwood marked as a corner by said Pennington and Robert Garrett leaving said fense on said Penningtons side. To have and to hold the said two lots or parcels of land together with the appurtenances thereunto belonging except the reservation above mentioned, unto the said George W. Hughes and his heirs forever.

Witness the following signatures and seals, the day and date above written.

William Pennington (Seal)

Barbary Pennington (Seal)

Exhibit No "3", filed with bill.

THIS DEED made this 28th day of November 1883, between George W. Hughes and Mary L. Hughes his wife, of the first part, and John L. Pennington of the second part, all of the County of Lee and State of Virginia; Witnesseth, that in consideration of certain land conveyed by William Pennington and wife to said George W. Hughes by deed dated November 27th 1883, the receipt of which is hereby acknowledged, the said George W. Hughes and wife by the direction of William Pennington do by these presents, give, grant, bargain, sell, and convey unto said John L. Pennington a certain piece parcel or tract of land lying and being in said County of Lee and on the waters of Sand Lick a branch that runs into the North Fork of Powells River, and is a part of lot No. 2 assigned said Hughes by Commissioners in the chancery cause of John L. Pennington & others against said Hughes and others, and the land hereby conveyed or intended to be conveyed is that part of said lot No. 2 which lies east and north of a line beginning at a point on the line on the top of Lone Mountain at a point near "B" on the plat of said Commissioners and thence along the top of the ridge dividing the waters of said Lick Branch from Laurel Branch a southeastward direction with the top of said ridge, to where the line E. W. on said plat crosses the top of said ridge.



To have and to hold all of said Lot No. 2 lying east and north of the line before designated unto the said John L. Pennington and his heirs forever, and the said Hughes and wife covenant that they will warrant generally the title of the land hereby conveyed.

Witness the following signatures and seals.

his	
George W. X Hughes	(Seal)
mark	
her	
Mary L. X Hughes	(Seal)
mark	

Exhibit No. "4", filed with Bill.

THIS DEED made and entered into this 8th day of May 1884, by and between Martha Pennington and Daniel S. Reasor, Elizabeth his wife, of the County of Lee and State of Virginia, of the one part, and William Pennington of the County and State aforesaid, of the other part;

Witnesseth; That for and in consideration of the sum of Two hundred dollars, cash in hand paid, one hundred dollars of which is paid to the said Martha Pennington, and the other hundred dollars is paid to the said Daniel S. Reasor, the receipt of which is hereby acknowledged, the said Martha Pennington and Daniel S. Reasor and wife have this day bargained and sold and by these presents conveys unto the said William Pennington the following described tracts or parcels of land being the divided interest of the said Martha Pennington and Amanda Reasor wife of John J. Reasor formerly Amanda Pennington in a tract of land owned by Thomas Pennington deceased, and which descended to his heirs and is a part of the lands which were partitioned in the chancery cause of William Pennington & others against George W. Hughes & others, being lots No. 9 & 10, 3 & 4 in said partition and were assigned in said partition to John L. Pennington and by him transferred to the said William Pennington and bounded as follows to-wit: Beginning at a white oak on the east bank of Sand Lick Branch corner on the plat and partition N 12 E 33 poles to a red oak on the point of a spur N 20 E 11 poles to a chestnut oak N 23 E 16 poles to a small hickory chest-



nut, white oak and sourwood, corner to lot No. 6 assigned to the unknown heirs of Daniel Garrison and with lines of same along the top of a ridge, N 77 E 33 poles N 58 1/2 E 9 poles N 66 E 32 poles N 47 1/2 E 16 poles a gum and two small black oaks thence S 49 1/2 E 22 poles S 82 E 36 poles to a broken chestnut oak gum and chestnut on a high knob S 28 E 35 to a chestnut and gum on a point corner of lot No. 3 thence S 7 E 30 poles to a stake E 10 poles S 80 E 25 poles S 5 1/2 E 12 poles S 29 1/2 E 16 1/2 poles to two small black oaks and chestnut S 88 W 20 poles S 75 W 31 poles S 73 W 36 poles S 47 W 13 poles S 26 W 6 poles S 61 1/2 W 10 poles to gum and chestnut on top of a ridge S. 4 E 28 poles to four spanish oaks on a point of a spur S 20 E 64 poles to a white oak S 13 E 15 poles to a spruce pine and chestnut on the bank of the North Fork thence with a line of lot No. 10 reversed S. 33 E 61 poles to a stake S 71 W 122 poles along the top of three Fork ridge to a stake letter R, on the plat, N 10 W 30 poles to the road and a stake a line of lot No. 2 N 74 E 25 poles to a spruce pine on the South edge of the road corner to lots No. 2 and 3 thence N 12 W 250 poles to the beginning, containing 248 acres be the same more or less.

To have and to hold to him the said William Pennington and his heirs forever, and the said Martha Pennington and Daniel S. Reasor warrant generally the land hereby conveyed.

Witness the foregoing signatures and seals, this the day and date first above written.

Mattie Pennington (Seal)

Daniel S. Reasor (Seal)

Elizabeth P. Reasor (Seal)

And the said defendants having been duly summoned to appear here this day, and not appearing, it is ordered that unless they do appear here at rules to be held on the third Monday in May, 1904, and answer, demur, or plead to the said bill, the same will be taken for confessed, and the Court will decree accordingly.

At which day, to-wit, at rules held in the Clerk's office of



said Court on Monday, the 16th day of May, 1904, the said defendants not appearing to answer, demur, or plead to the plaintiffs' said bill, it is ordered that the same be taken for confessed; and on motion of the plaintiffs' counsel, the cause is set for hearing at the next term.

And at another day to-wit:

Decree.

Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Tuesday, the 24th day of May, 1904.

West and Stewart Adm'rs. . . . . Plffs.

vs (In Chancery

J. L. Pennington et al . . . . . Defts.

On motion of J. E. Parsons, by his counsel, leave is granted him to file his answer to the plaintiff's second amended bill, and the same is accordingly filed; and thereupon, the complainants, by their counsel, endorsed on the said answer exceptions No. 1 & 2. And thereupon the cause came on this the 23rd day of May, 1904; to be heard upon the said second amended bill, and the said answer of the said J. E. Parsons thereto and the said exceptions to the said answer, and was argued by counsel.

On consideration whereof, the Court is of opinion that exception No. 1 is not well taken and the same is therefore overruled; but the Court is further of opinion that exception No. 2, to said answer, is well taken and doth sustain the same. And thereupon the said defendant, by his counsel, asks leave of the Court, to amend his answer, which leave is granted. And the said answer being amended, the complainants, by their counsel, asked leave of the Court, to amend their bill, which leave is granted, which amended bill may be filed at rules and matured for hearing at the next term of this Court.

This cause came on this day to be further heard upon the third amended bill of the complainants, making John H. Reynolds, James R.



Reynolds, J. N. Redwine, J. R. Redwine, George L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter additional parties to this suit and praying certain relief against them. Whereupon the said new defendants appeared to the said bill, by J. C. Noel, their attorney, and asked leave to file their answer to the said bill at the first July rules, 1904, of the said Court, which leave, by consent of Counsel for the plaintiffs, is granted them. And the cause is continued.

And at another day, to-wit: at rules held in the Clerk's office of said Court, at the court-house thereof, on Monday, the 4th day of July, 1904, came the defendants, John H. Reynolds, James R. Reynolds, J. N. Redwine, J. R. Redwine, George L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter, and filed their joint demurrer and answer to the plaintiffs' said bill, in the words and figures following, to-wit:

Answer.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

The joint and separate demurrers and answers of John H. Reynolds, James R. Reynolds, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter, to an amended bill, filed in your Honor's Court, against them and others in the Chancey cause pending therein of W. M. P. Stewart and S. P. West, Administrators of the estate of Joseph Ely, deceased, vs. J. L. Pennington, et al.

These respondents say that said bill is not sufficient in law to require them to answer, and they demur thereto.

Not waiving said demurrers but relying and insisting thereon for answer to said bill, or so much thereof as they are advised that it is material for them to answer, answering they say:

These respondents suppose that it is true, that at the second February Rules, 1896, of said court, the said Joseph Ely filed



therein his original bill against J. L. Pennington and Wm. Pennington. The object of which was, to enforce the lien of a judgment in favor of said Joseph Ely for the sum of \$134.00, with interest and cost, against the real estate then owned by the said J. L. and Wm. Pennington; and that afterwards, to-wit, at the \_\_\_\_\_ Rules, 19\_\_\_\_ of said court, the said plaintiffs files therein an amended bill, the object of which was to enforce the lien of said judgment against the 412 acre tract of land, called the Wm. A. Parsons tract; and that afterwards, to-wit, at the \_\_\_\_\_ Rules, 1903 of said court, the said plaintiffs filed therein a second amended bill, the object of which was to enforce the lien of said judgment against an undivided interest in the C. A. Jessee land. They suppose that it is also true that the said 412 acre tract of land has been sold, but they are not advised as to whether the whole of the proceeds of the said sale will be sufficient to pay the liens older and superior to the lien of the said plaintiff against the said J. L. and Wm. Pennington; neither are they advised as to whether the undivided interest in the C. A. Jessee land, if sold, that the purchase money arising from said sale will be insufficient to pay the judgment of said plaintiff, and the judgments older and superior in point of priority.

It is true that in the partition of the real estate of Edward Pennington, deceased, among his heirs, there was assigned to the heirs of Thomas Pennington, deceased, a tract of land lying in Lee County, Virginia, in the Pocket Country, and on the North Fork and branches tributary, and said tract of land containing from 800 to 1000 acres. They suppose that it is further true, at the First November Rules, 1882, of the said court, that Wm. Pennington and J. L. Pennington, filed therein their bill in Chancery, the object of which was to have partition made of the said tract of land so assigned as aforesaid to the heirs of said Thomas Pennington, in which said bill, they suppose that it was alleged that the said Thomas Pennington died leaving six children, Sarah, wife of Joseph



N. Ely, America, wife of John P. Graham, \_\_\_\_\_, the wife of Daniel B. Garrison, Amanda, the wife of John Z. Reasor, Tobias and Martha Pennington. It is further true that the said Wm. Pennington purchased from the said Sarah Ely, and her husband, their one-sixth interest in said land, for which said interest the said Sarah Ely, and her husband, Joseph N. Ely, executed their deed of conveyance, which said deed was duly admitted to record in the Clerk's Office of the County Court for Lee County, Virginia, in deed book \_\_\_\_\_, page \_\_\_\_\_, but these respondents deny that the said Wm. Pennington, at the time of the filing of said bill for partition in the Chancery Cause of Wm. Pennington, et al, against Geo. W. Hughes, et al, had purchased from the said Martha Pennington her one-sixth interest in said land, taking her title bond therefor, and further deny that said title bond, if so taken, was assigned to his co-plaintiff, the said John L. Pennington. On the other hand, however, these respondents allege that the <sup>said</sup> Wm. Pennington purchased the one-sixth interest from Martha Pennington in said land on the 8th day of May, 1884, paying her therefor \$100.00, and taking from her, her deed of conveyance. All of which will more fully and clearly appear by examination of "Exhibit #4", filed with said plaintiff's bill of complaint.

These respondents suppose that it is true that said Tobias Pennington, son of the said Thomas Pennington, had died leaving four children, \_\_\_\_\_, the wife of John P. Myers, Mary, the wife of John Z. Ely, Sarah the wife of Lilburn Myers, and John H. Pennington. And the said Wm. Pennington had purchased the interests of the said John H. Pennington and Lilburn Myers and wife, being a one-twentyfourth part each of the said tract of land; and they further suppose it to be true, that the said bill for partition further alleges that John P. Graham had purchased the share of Thomas Garrison, a son of Daniel B. Garrison and wife, and that he had sold the same, together with the interest of himself and wife to Geo. W. Hughes; they also suppose that said bill further alleg-



es that the said Hughes had purchased the interest aforesaid from the said John Z. Ely and wife, and John P. Myers and wife in said land; they suppose also that the said bill further alleges, that the said John J. Reasor and wife and an infant heir of Daniel B. Garrison still owns their respective interest therein, and that said bill alleges that said tract of land is susceptible of partition in kind.

They suppose that it is further true, that the said land was partitioned in accordance to the prayer of the bill by the commissioner appointed by the court in said cause, and that said report was duly confirmed by the court. But these respondents are advised and here allege that Martha Pennington, one of the heirs of Thomas Pennington, and who was therefore entitled to a one-sixth interest in said land was not made a party to said partition proceedings, and as to her the said partition was null and void.

These respondents suppose that it is true that in the partition of said land there was assigned to John L. Pennington, lots Nos. 3 and 10, as shown on the plat of the said partition, and that there was assigned to the said Wm. Pennington lots Nos. 1, 5 and 7, as shown on the plat of said partition, and that there was assigned to Geo. W. Hughes lots Nos. 2 and 8, and to John J. Reasor and wife, Amanda, lots Nos. 4 and 9, and to the unknown heir of Daniel Garrison lot No. 6. These respondents, however, are informed, and so allege, that the said John L. Pennington took no title or equity in and to said lots Nos. 3 and 10 by said partition, first, because, as they are informed, there was no title bond executed by Martha Pennington to Wm. Pennington and assigned by the said Wm. Pennington to the said John L. Pennington. Second, because, the said Martha Pennington was not, as hereinbefore stated, a party to said partition. Third, because said Martha Pennington at the time the said title bond is said to have been executed was an infant under the age of twenty-one years. These respondents like-wise deny that the said John L. Pennington purchased from the said D. S. Reasor lots



nos. 4 and 9 in said partition. It is true, however, that D. S. Reasor purchased said lots nos. 4 & 9 from the said John J. Reasor and wife, taking from them their deed of conveyance for same, which said deed was duly recorded in the Clerk's Office of Lee County Court, in deed book \_\_\_\_\_, page \_\_\_\_\_, and that D. S. Reasor and wife afterwards sold and conveyed to the said Wm. Pennington said lots Nos. 4 & 9, for which said deed was made and executed on the 8th day of May, 1884, as will be seen by examination of exhibit "No 4" filed in this cause with the said plaintiff's bill. These respondents know nothing of Wm. Pennington having exchanged Lot No. 1 to Geo. W. Hughes for the north end of lot No. 2, or of John L. Pennington having exchanged lots Nos. 3, 4, 9, & 10 to his father Wm. Pennington for said part of lot No. 2, and they are advised that it is immaterial whether or not any such exchanges were made as the records in the office of the County Court of Lee County show that Wm. Pennington had the legal title to lots Nos. 3, 4, 9 and 10, and that the legal title to the said part of lot No. 2 was conveyed to the said John L. Pennington by the said Geo. W. Hughes by deed of conveyance, and that these respondents were were innocent purchasers of the said land without any knowledge of any equity in or claim by the said John L. Pennington and Wm. Pennington. These respondents further deny that the said John L. Pennington had any title bond or other writing from D. S. Reasor for the interest of John J. Reasor and wife in said land. These respondents admit that the several conveyances mentioned in said bill of complaint beginning on page 5, on line 19 and continuing on pages 6, 7, 8, and to line 5 on page 9 are practically correctly set out.

These respondents, however, deny that said judgments against the said John L. Pennington, or either of them, constitute a lien on said lots Nos. 3, 4, 9, and 10. First, because the said John L. Pennington never had any title legal or equitable to said tract of land, and, secondly, because, these respondents were purchasers without notice of any such title, either legal or equitable of said



John L. Pennington as claimed by the said plaintiff in said bill of complaint.

These respondents also deny that the said north end of lot No. 2, that part described in the deed of John L. Pennington to the said J. H. Reynolds is subject to the lien of the said plaintiff, the said Geo. W. Hughes having conveyed said interest in said land by deed to John L. Pennington, who in turn by deed conveyed the same to the said John H. Reynolds, which said last mentioned deed was duly admitted to record in the Clerk's Office of the County Court for Lee County, in deed book \_\_\_\_\_, page \_\_\_\_\_ long before the plaintiff's judgment was obtained against the said John L. Pennington and Wm. Pennington, a certified copy of said deed is herewith filed as a part hereof marked "Reynolds", and that the said John H. Reynolds, and his assigns, purchased said land without <sup>any</sup> knowledge of, or means of ascertaining any equity that said Wm. Pennington might have had therein. These respondents will now show unto your honor, that while they are the owners of said lots Nos. 3, 4, 9, and 10 and a part of said lot No. 2 yet they are unable to ascertain or know just what part of each of said lots these respondents own.

These respondents will now show unto your honor that they are innocent purchasers without notice of any liens or encumbrances on the land mentioned in said bill of complaint as being owned by them, and they deny that the judgments in the bill mentioned, or any of the judgments referred to in plaintiff's bill are valid subsisting liens upon the land owned by them, or either of them, or any part thereof.

And now having fully answer the plaintiff's bill of complaint, and here now denying each and every allegation of said bill which is not here in specifically denied or admitted, they pray to be hence dismissed with their reasonable cost in this behalf expended. And they will ever pray &c.

Orr & Noel, p. d.



This answer is excepted to because it sets up no defense to the plaintiff's bill.

And at another day, to-wit:

Decree.

Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Thursday the 29th day of Sept., 1904.

West & Stewart Admrs. &c. . . . . Plffs-

vs. (In Chancery

J. L. Pennington et al . . . . . Defts.

This cause came on this 29th day of September, 1904, to be heard upon the papers formerly read and the joint demurrer and answer of John H. Reynolds, James R. Reynold, J. N. Redwine, J. R. Redwine, Geo. L. Redwine, Jacob V. Redwine, Joshua Moore, T. G. Johnson, L. R. Stapleton, Howard Barnett and L. S. Carter, to the third amended bill herein, filed in the Clerk's Office of this Court at the first July rules, 1904, in which demurrer the plaintiffs joined and to which answer the plaintiffs replied generally; and was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that said demurrer be and the same is hereby overruled; and by agreement of the parties by their counsel, it is further ordered that W. E. Thompson, County Surveyor, do go upon the lands in controversy in this suit, and make a survey and plat of the same showing thereon that part of Lot No. 2 conveyed by Geo. W. Hughes to John L. Pennington, also lots 3, 4, 9 & 10 in the partition suit filed with the said bill, and also showing the parcels of said lots claimed by the defendants, respectfully, or by any other person.

And the cause is continued.

And at another day, to-wit: on May 19th, 1905, came W. E. Thompson, Surveyor, and filed his report and plat, in the words and figures following, to-wit:



Surveyor's Report and Plat.

West & Stewart Admr's

Vs (In chany

J. L. Pennington et al

To Hon. H. A. W. Seen Circuit Cout Judge for Lee Co Virginia

At your honors cout continued and held for Lee Co. at the Court house thereof on the 29th day of Sept 1904.

It was ordered and Decreed that W. E. Thompson County Surveyor, go upon the Lands Mentioned in Said Bill and make a survey and Plat of the Lands in Contravesay, also showing the Parcels of Said Lots claimed by the Defendants, &c. Your under Signed Surveyor Beg Leave to Report that on the \_\_\_\_ day of May 1905 I did go upon the Lands Mentioned in Said Bill make a Survey and plat which is En- closed herewith as a part of the Report. To ascertain what part of Said Lots in the old Partition of Thomas Pennington Est was claimed By the Defendants it was necessary to make a Survey of Said Lots according to the commissioners Report which is filed in this case, the black lines on the Plat here with enclosed Represents the Lots as partitioned in said commissioners Report and the Red Lines Represent the Present Claimants or Defendants.

Lot No 2. Begines at A as Shown on Plat a corner to Lot No 1 and with lines of the same up a Ridge according to the many cours- es and Distences in the Partition here with filed to the Letter B thence to the top of Lone Mountain to the Red Letter (S) thence continuing on around the Top of said Mountain to a chest & chestnut oak shown at (D) corner to Lot No 5 with lines of the same. Down a spur to the sourwood and white oak corner (now a planted Rock) shown at (J) corner to Lot No 4 S 12 E 250 poles to a Pine near the North Fork shown ~~on~~ Plat at (E) thence with lines of Lot 9- 8- and around the Home Place shown on Plat F. G. H. to the Begining.

That part of Lot No 2 in controversy is shown on plat as fol- lows. (Refference is here by called to a Deed from G. W. Hughes to John L. Pennington,) Begining at a Gum and chestnut on the Lone Mountain shown on Plat the Red Letter (S)



thence Down the Dividing Ridge with Red Line to the Red Letter (P) on the S 12 E. Line thence with said Line Reversed N 12 W 177 poles to (Sour\_wood & oak) Planted Rock shown on plat at (J) thence with Lines of Lot No 5 up a Ridge with may courses & Distances to chestnut & oak on top of the Lone Mountain shown on Plat at (D) thence around with the Top of said Mountain to the Begining containing about 110 acres more or less.

1st A Portion of the above Described Lot shown on Plat as the North-ern Part marked John H. Reynolds Begining at or near the Red Letter (S) and Running North East with a Red Line to Stake in the Branch on a Line of Lot No 5 and with Lines of the same to D on Top of Lone Mt. and around with Top of said Mountain to the Begining is claimed by John H. Reynolds

2dly. one other Part of Lot shown on Plat marked Exhibit 23 is claimed By J. R. Redwine Described as Follows

Begining at a chestnut shown on Plat near the Red Letter (S) corner to John H Reynold and with his Line shown by Red Line to a stake in the Branch on a Line of Lot No 5 with the same Down the Branch to Planted Rock at (J) thence about S 38 1/2 W 48 poles to a sourwood in Barnetts Line shown on Plat (S. W. ) thence up the Ridge with Barnetts Line to the Begining (S) containing about 25 acres more or less.

3d. a Small Parsel Lying south of the above Described Tract is claimed By J. N. Redwine shown on Plat Begining at (S. W.) a sourwood corner J. R. Redwine N 38 1/2 E. about 48 poles to Rock at (J) S 12 E. about 60 poles to a Rock on chestnut on a Ridge in Barnetts Line and with the Top of Said Ridge North West to the Begining containg aproximately about 10. acres.

4th Also one other Part of said Boundary in controversy shown on Plat is claimed By Howard Barnett. Bounded as Follows.

Begining at a Gum & chestnut Blackoak on the Lone Mt. shown on Plat at Red Letter (S) thence down the Dividing Ridge with Red Line shown on Plat to a stake & Hickoy/pointers on the Line from E.



to W. shown at (P) thence with said Line N 12 W. about 90 poles to a Rock and chestnut corner to J. N. Redwine thence with his Line to a Sourwood Corner to J. R. Redwine(S. W.) thence with his line up the Top of a Ridge to the Begining Containg about 40 acres more or Less. this Does not include the 12 Acre piece shown on Plat near the Letter P. on East Side of the S. 12 E. Line marked Exhibit No 14.

Lot No 3. Shown on Plat By Black Lines and Bounded By the Letters. E. T. U. V. W.

1st the Greater potion of Lot No 3 is claimed By Joshua More, Ex-hibit Deed No 14 is hereby referred to as a more particular Des-cription, shown on Plat By Red Lines after Leaving the Gum & chest Johnsons corner South West to Maple stump North West to a Beech on the Branch corner to Howard Barnett thence N 8 1/2 E. 52 poles to a wahoo North East 7 1/4 poles to a Beech thence around with original Line to the Beginig

2d A Small portion of about 10 Acres in the North West Part of Lot No 3 is claimed By J. N. Redwine shown on plat Beginig at W. sourwood & chest & white oak corner to Lot No 4 N 50 E 39 poles to a white oak on Sand Lick Branch N 85 E 8 poles to a Beech Joshua Moore corner thence with Red Line S 60 W 7 1/4 poles to a wahoo on Bank of Said Branch S 8 1/2 W 52 poles to a Beech near the forks of said Branch thence S 57 W 7 poles to a Lynn thence up a Ridge as it meandes to the Beginig

3d one other Part of Lot No 3 is claimed By Howard Barnett known as his 12 A Lot shown on Plat on the East Side of the S. 12 E. Line, Bound as follows (Exhibit No 14) Begining at the Beech on Sand Lick Branch shown on Plat marked (Beech) South East to a Maple Corner to Tom Johnson S. 44 1/2 W 43 poles with L. R. Stapleton Line to a stake and Pointes on the old Line with the same N 12 W 134 poles to a Rock & chestnut on top of a Ridge shown at (W.) thence Down the Ridge to a Lynn thence N 72 1/2 E. 8 poles to the Beginig.

4th one other Parsel of Lot No 3 is claimed By Thomas G. Johnson



containing about 38 acres Bounded as Follows. Beginig at Pine & chest (Down) on North Fork Near Said Johnson House shown on plat at (U) North East up a spur to a Gum & chestnut on Top of a Ridge thence westwardly Passing the maple to a stake in the Branch thence Down the Branch to the North Fork thence up the Same Taking a Portion of Lot No 10 to the Beging. (Exhibit No 18)

5th on other Parcel of Lot No 3 is claimed By L. R. Stapleton (Exhibit No 17) Bounded as Follows Beginig at a rock in mouth of Sand Lick Branch Shown of Plat west of (U) thence Down the North Fork to Rock oposite the Pine at E thence N 31 W 6 poles to a Pine at E thence N 12 W 60 poles to Pointes Barnetts corner near (P) thence N 46 E. 40 Poles to a stake and Small Birch in the Sand Lick Branch thence Down Said Branch to the Beging Containing about 23 Acres. this Last Claim Includes about 5 acres of Lot No 9 & 10<sup>as</sup> Shown on Plat.

Lot 9 & 10 Is claimed By T. G. Johnson Except what is included in the above Description of L. R. Stapleton. For more particular Description See Exhibit No 19- and Plat Z. Y. R. S. T. U.

Lot No 4 is Shown on Plat By Black Lines and Letters W. J. K. X. V. the Western Part of Said Lot is claimed By J. N. Redwine Shown By Red Lines Beech & Gum Corners on the East. on the West the Ariginal

Line K. J. W Represents the West Line See Exhibit No 15. 2d. The North East Portion of said Lot No. 4 is claimed by L. S. Carter Represented by Letters C. X. X. Beech  
3d The South East portion of Said Lot No 4 is claimed By James

R. Reynolds Bounded on the North By L. S. Carter Line Shown on Plat Red Line from Beech to C X thence with original Line From C. X. to V. a chest and Gum. thence South West down a Ridge with Joshua Moore Line to a Beech thence Northwardly to the Beging.

I found some lines had been left out on Top of the Ridge So this Plat will Show more Lines on Top of Lone Mountain than the Commissioners Report. I did not think it necessary to Give a full description of Every line that is of courses and Distances. Defendants Help to make the Survey after being Duly Sworn.

All of which is Respectfully Submitted

Shown Exhibit No. 11.



W. E. Thompson

County Survor. for Lee Co.

And now at this day, to-wit:

Decree Final.

Virginia,

At a Circuit Court continued and held for Lee County, at the Court house thereof, on Tuesday, the 19th day of December, 1905.

West & Stewart Admrs. &c. . . . . Plaintiffs.

vs. (Sand Lick Branch) In Chancery.

J. L. Pennington et al . . . . . Defendants.

This cause came on this day to be heard upon the papers formerly read in the cause, <sup>and</sup> the agreements and depositions filed and was argued by counsel. On consideration whereof the Court is of opinion that the lands in controversy are not subject to the lien of the judgments sought to be enforced by the bill filed on the 3rd day of May, 1904; and it is therefore adjudged, ordered and decreed that said bill be dismissed, and that the defendants in the said amended bill filed May 3rd 1904, recover against the plaintiffs in said bill their costs in that behalf expended.

Agreement of Facts.

West & Stewart, Adm'r's, etc.,

vs

J. L. Pennington, et als.

It is agreed between the attorneys both for the plaintiffs and defendants, that each of the following named defendants will testify that that they had no personal knowledge of any of the alleged exchanges of land between J. L. Penning and W. M. Pennington on the one hand, J. L. Pennington and D. S. Reasor on another hand, and J. L. Pennington, Geo. W. Hughs and W. M. Pennington on the other. And that this agreement will be admitted as evidence in this case to the extent that the testimony of said defendants would be admitted on this point if written out in full, and properly attested and certified in regular deposition form. Said defendants are as fol-



ows to-wit:

J. N. Redwine, J. R. Redwine, John H. Reynolds, Howard Bar-  
nette, L. S. Carter, James R. Reynolds, Joshua Moore, T. G. John-  
son and L. R. Stapleton. It is further agreed that the mother of  
Martha Pennington will testify that Martha Pennington was born in  
the year 1858.

Given under our hands this 13th day of Sept. 1905.

J. C. Noel.

L. T. Hyatt



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

The petition of B. H. Sewell would respectfully state that there is pending in said court a Chancery Cause of West & Stewart, Administrators &c. against John L. Pennington, et al, the object of which is to collect certain lien debts against the said John L. Pennington, and a decree has been entered therein adjudging certain debts against the said John L. Pennington, and decreeing certain land to be sold to pay the same, and among said debts is one in favor of W. J. Mileham, administrator of George A. Crabtree, for \$110.62 1/2 with interest on \$108.67 from May 13th, 1895 until paid; <sup>deed</sup> that your petitioner was attorney for the said Crabtree <sup>and had</sup> within his hands for collection the said debt and obtained said judgment for said Crabtree; that George A. Crabtree was indebted to the said B. H. Sewell in his life time for \$100 due by note, dated April, 8th, 1896, payable one day after the date thereof, and said note is subject to the following credits: August 1st, 1896 by \$31.00, and <sup>and the balance of said note is unpaid,</sup> October 24th, 1896, by \$10.00. That on or about the 24th day of October 1896 the said George A. Crabtree assigned so much of the said judgment to pay your petitioner <sup>to pay</sup> the balance due on said note, and said note is herewith <sup>by</sup> filed marked exhibit "A". The petitioner further shows to the court that the said Crabtree made a statement that he was indebted to the said Sewell and had so assigned said judgment to him as above stated, and that statement was made before A. B. Munsey, and the affidavit of said Munsey is herewith filed as a part thereof. <sup>marked exhibit "B"</sup>

Your petitioner prays that the said judgment so decreed in said Chancery Cause to W. J. Mileham, administrator of the said George A. Crabtree, deceased, be paid to him, as he was the attorney of the said Crabtree to collect said judgment, and that he may retain out of said judgment the necessary amount assigned to him to pay off the said note due to your petitioner from the said Crabtree.



and foregeneral relief your petitioner will ever pray &c.

*James W. Corlath*  
*for Petitioner,*

Virginia, Lee County, to-wit:

*B. H. Sewell*  
*By Counsel*

I, H. C. T. Ewing, clerk of the ~~Circuit~~ Court for the County and State aforesaid, do certify that B. H. Sewell personally appeared before me and made oath in due form of law that the matters and things stated in the foregoing petition, so far as made upon his own knowledge are true, and so far as made upon the information derived from others he believes to be true.

Given under my hand this the 25th day of february, 1904.

*H. C. T. Ewing* Clerk.



West & Stewart Adams,  
& Petition of  
to S. H. Sewell  
John L. Pennington

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1904.

Feb 25<sup>th</sup> filed in  
Open Court, and  
by leave thereof  
Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for  
Lee Co unty, Virginia:

The separate answer of J.D.Pennington, to a bill in chancery  
exhibited against him and others in said court by West & Stewart,  
administrators &c.

Respondent says that all the real estate he owned has been sold  
and the proceeds thereof applied to the payment of judgment and other  
liens, and he is informed, that some of the said proceeds have been  
applied to the payment of judgments against the said J.L.Pennington  
in which respondent was surety for said J.L.Pennington; that the  
said J.L.Pennington has never repaid to him any of the sums of money  
thus paid by him for the said J.L.Pennington; and that he has as-  
signed to his brother, A.N.Pennington, for a valuable consideration  
all his rights against the said J.L.Pennington, the said considera-  
tion being the payment for him as his surety certain judgments to  
the Pennington Gap Bank and others.

And now having answered as fully as he is advised that it ma-  
terial that he should answer, respondent prays to be hence dismissed  
with his costs &c.

L.T. Hyatt, p.d.



West & Stewart, Adms  
vs { the Chy.  
J. L. Pennington et al.

Filed in open court  
& by leave thereof  
Nov. 15<sup>th</sup> 1901.

Answer of J. L. Pen-  
nington  
A. B. Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for Lee County, Virginia:

The separate answer of W.P.Wood, and R.J., R.L., & R.A.Wood, partners trading as R.J.Wood & Sons, to an amended bill in chancery filed in this court against them and others by West & Stewart, admrs of the estate of Joseph Ely, deceased:

Respondent W.P.Wood says that he has sold and assigned to the said R.J.Wood & Sons all his rights as against the said J.L.Pennington by reason of the hereinafter named judgments.

Respondents R.J.Wood & Sons say that they are only interested by assignment from the said W.P.Wood in the following judgments described in the transcripts from Lien Docket filed by the plaintiffs with their said amended bill, to wit:

First.--A judgment in favor of the said W.P.Wood against J.L. and J.D.Pennington for \$586.80, and legal interest on \$373.24 from Sept.1st, 1892, and on \$140.35 from Spt. 1892, and on \$73.21 until paid, and \$8.56 costs. On this judgments some payments were made but said respondents are not now able to give the exact amounts and dates of same, or to tell by whom they were made. But there was an execution issued on said judgment and a levy made and a forthcoming bond taken, and on that bond the following judgment was rendered;

Second.--A judgment in favor of the said W.P.Wood against the said J.L.Pennington, J.D.Pennington and William Pennington for the sum of \$783.90 to be discharged by the payment of \$391.95 with interest thereon from the 19th day of May, 1894, till paid and \$7.13 costs, rendered by circuit court of Lee County at ~~Marckx~~ June Term, 1894, said original judgment having been rendered at the November term, 1893, of said court. A part of this judgment has been paid to your respondents, probably all of it, by R.L.Pennington, Comr.



out of funds arising from the sale of lands, but as to what lands they are unable to say, neither can they now state the exact amount paid to them on said judgment.

Fourth.--A judgment in favor of the said J.L.Pennington against the said J.L. and J.D.Pennington for the sum of \$132.50, with interest &c. As your respondents understand the matter nothing has been paid by said sales or otherwise, on this judgment, but the whole of the same is still due and owing to your respondents.

Fifth.--A judgment in favor of the said W.P.Wood against the said J.L.Pennington for \$40.00, with interest &c. costs &c., no part of which has ever been paid.

Respondents join in the prayer of the said amended bill, and pray that this answer be treated as a cross-bill against the said J.L.Pennington, H.Z.Parsons et als., and they here offer to come into the same and pay their pro rata part of the costs thereof.

Respondents pray for full general relief in the premises, and they will ever pray &c.

*R. T. Irvine*  
*L. P. Hyatt* \_\_\_\_\_, p.d.



West & Stewart Adms  
vs & In Chy.  
J. L. Pennington et al.

Answer & Cross-  
bill of R. J. Wood Sons.

Filed in open court  
and by leave thereof  
Nov 15, 1901.  
A. B. Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for Lee County, Virginia:

The separate answer of A.G.Hyatt, W.S.Hurst, and J.A.G.Hyatt, partners doing business as private bankers, under the firm name of Pennington Gap Bank, to an amended bill filed against them and others in said court by West & Stewart Amrs.&c.

Respondents say that they are or have been interested in the following judgments described in the transcripts from Judgment Lien Dockets filed by the plaintiffs with their bill as a part thereof viz:

First.-- A judgment in their favor against J.L., J.D. and William Pennington for the sum of \$110.02 with interest and costs as shown by said transcript p.153, rendered March Term, 1897, of said court. No part of this judgment has even been paid to this respondent, and they here assert that the said is a lien of the 412 acre tract of land described in said amended bill.

Second.-- A judgment in their favor against J.L. Pennington, J.F. Skaggs, A.N. Pennington and R.L. Evans for the sum of \$100.00 with interest from the 14th day of January, 1896, until paid and 75¢ costs rendered April 14th, 1897, by a Justice and docketed in J.L.D.3, p.157. Respondent are not able to state without a reference to their books whether this judgment has been paid, but they think it has been paid by A.N. Pennington and R.L. Evans, either in whole or in part. They are advised that it will be necessary in this cause to have a commissioner to report on liens, priorities, subrogations, contribution &c., and they will give said commissioner, at the proper time, a full statements of payments on all the judgments in their name against said Pennington.

Third.-- A judgment in their favor against the said J.L., William, and J.D. Pennington and J.F. Skaggs for \$100.00 with interest &c.



Without referring to and inspecting their books respondents can not state positively with respect to payments on this judgment, but they think it has been fully paid or provided for by sale of the lands of said J.F.Skaggs, but, as before stated, will make a full, accurate and complete statement of payment to a commissioner at the proper time.

**Fourth.**--A Judgment in their favor against the said J.L., J.D. and A.N.Pennington for the sum of \$150.00 with interest &c. rendered and docketed as shown by transcript. This judgment has been fully paid to respondents by the said A.N.Pennington who was surety therein for the said J.L.Pennington.

**Fifth.**--A judgment in their favor against William Pennington, J.L.Pennington and A.N.Pennington for \$385.80 with interest &c.as shown by transcript. A large part, and probably all of this judgment has been paid by the said A.N.Pennington who was surety therein, but as before stated the exact amount and date of payments will be furnished at the proper time.

**Sixth.**--A judgment in their favor against J.L.Pennington, William Pennington, J.D.Pennington and L.M.Zion for the sum of \$367.65 with interest &c. A large part, and as respondents now remember, all of this judgment has been paid to them by the said L.M.Zion who was a surety therein.

**Seventh.**--A judgment in their favor against the said J.D., J.L. and A.N.Pennington and L.M.Zion for the sum of \$297.20 with interest &c. A part of this judgment has been paid by the said A.N.Pennington, who was a surety therein, and a part by the said L.M.Zion, who was also a surety therein. The exact amounts and dates of payments will be furnished at the proper time. Probably a balance is still due respondents on this judgment.



Eighth.-- A judgment in their favor against the said J.D.Pennington, J.L.Pennington and L.M.Zion for \$300.00 with interest &c. This judgment has been fully paid to respondents, as they now remember, by the said L.M.Zion, who surety therein.

Respondents pray that the prayer of said bill be granted, and that the balance due them on all of said judgments be enforced by a sale of the said 412 acre tract of land. They pray that this answer be treated as a cross-bill against the said J.L.Pennington and H.Z. Parsons, and they here offer to come into this suit and bear their pro rata part of the costs thereof. They pray that full general relief be granted, and they will ever pray &c.

R. P. Irvine & L. T. Wilson J. d.



West & Stewart, Admrs  
vs { In Cheq

J. L. Pennington et al.

Answer and Cross-  
bill of Pennington  
Gap Bank.

Filed in open court  
and by leave thereof  
Novr. 15, 1901.

W B Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for  
Lee County, Virginia:

The separate answer of L.M.Zion to a bill in chancery exhibited  
against him and others in this court by West & Stewart, administrators.

Respondent says that he is interested in three of the Penning-  
ton Gap Bank Judgments described in the transcripts from the Judgment  
Lien Docket filed with said amended bill, and which are set out and  
referred to on the answer hereto of the said Bank. Respondent says  
that he was only surety on the said judgments, and as such has made  
large payments on the same, the exact amount and date of which he  
does not now remember, but will furnish same at the proper time;  
he says that no part of the payments made by him have been repaid to  
him by the said John L.Pennington the principal in said judgments;  
and that he is entitled to be substituted to the rights of the said  
Bank against the said J.L.Pennington, which right he here claims  
and asserts.

Respondent here prays that this answer be treated as a cross-  
bill against the said J.L.Pennington and H.Z.Parsons, and he here  
offers to come into the said suit and bear his pro rate part of the  
costs thereof; and he prays that his rights be enforced in said suit,  
and for full general relief.

*L.P. Irvine and  
L.P. Hyatt* *E. P. S.*



Wesley Stewart  
Adams,

23<sup>d</sup> & Du Cley.

J. L. Pennington et al.

Answer and Cross-  
bill of L. M. Zion.

Filed in open court  
& by leave thereof  
Novr. 15<sup>th</sup> 1901.

A. B. Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court of  
Lee County, Virginia:

The answer of W.S.Hurst to a bill in equity filed against him  
and others in this court by West & Stewart, administrators of the  
estate of the said Joseph Ely, deceased.

Respondent says that in so far as he is informed all the alle-  
gations of the said amended bill filed by the said administrators,  
are true, and he believes them to be true.

Respondent says that he is only interested in two of the judg-  
ments described in the transcripts from the Judgment Lien Dockets  
which are filed with the said amended bill, personally, to wit:

A judgment in favor of respondent against the said John L.  
Pennington for the sum of \$50.63, with interest thereon from the 1st  
day of May, 1896, until paid and 75¢ costs, rendered by a Justice  
of the Peace for said county on the 14th day of April, 1897; and

A judgment against the said John L. Pennington in favor of res-  
pondent for the sum of \$872.08 with interest thereon from the 1st  
day of May, 1896, until paid and \$8.36 costs, rendered by the cir-  
cuit court of Lee County, at the March term, 1897, and docketed on  
the 22nd day of March, 1897, as shown by said transcript.

Respondent says that no payments have ever been made on either  
of said judgments by any person.

Respondent prays that he may be allowed to come into this suit  
and enforce the lien of said judgments against the said 412 acre tract  
of land pursuant to the prayer of the said amended bill of the said  
plaintiffs, and he here offers to bear his pro rata part of the costs  
thereof.

Respondent says that he is also interested in the judgments



of the Pennington Gap Bank against the said J.T. Pennington, being one of the partners in the said Bank, which is a firm, and whose separate answer will be filed.

And now having answered as fully as deemed necessary, this respondent prays for full general relief in the premises &c.

R. J. Irvine & H. P. Hyatt, p. q.



West Stewart  
adams.

23 { du chy.

J. L. Pennington et al.

Answer & Cross -  
Bill of W. S. Hurst

Filed in open court  
& by leave thereof  
Nov. 15<sup>th</sup> 1901.  
A. B. Mimsy clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for Lee County, Virginia:

The separate answer of T.J.Ely, administrator of the estate of G.T.Crider, deceased, to a bill in chancery exhibited against him and other in said court by West & Stewart, administrators of the estate of Joseph Ely, deceased.

Respondent says that he has no personal knowledge of the said matters alleged in said amended bill, but he supposes that the said allegations are true.

Respondent says that it appears from the transcripts filed with the said plaintiffs bill that his decedent holds two judgments against the said J.L.Pennington, and your respondent also obtained a judgment against the said J.L.Pennington et al. Respondent does not know the exact balance due on these judgments, but he alleges that they have not been paid in full, and asks that a commissioner be appointed to ascertain the exact status of the said judgments.

Respondent joins in the prayer of the plaintiffs bill that the said judgments be enforced against the said 412 acre tract of land, and to this end prays that this answer be treated as a cross-bill against the said J.L.Pennington and H.Z.Parsons, and he here offers to come into this suit and bear his pro rata part of the costs of this suit for the purposes thereof.

R. Polivice and L. E. Hyatt, p. s.



West & Stewart, Adms.

vs. } In Chancery  
J. L. Pennington et al.

Answer and Cross-  
bill of T. J. Ely, Admr.

Filed in open court  
and by leave thereof  
Novr. 15, 1901.

ATD Munsey clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for  
Lee County, Virginia:

The separate answer of William Pennington to a bill in chancery  
exhibited against him in said court by West & Stewart, administrators &.

Respondent says that his real estate , consisting of large and  
valuable tracts of land, situated in Lee County, have all been sold  
by judicial proceedings, and in the main, the proceeds thereof have  
been applied to the payment of the judgment of H.J.Morgan against  
him as the security for John L.Pennington, which judgment is fully  
described in one of the transcripts from Judgment Lien Docket filed  
by the complainants with their bill; that he was only the security  
of the said J.L.Pennington therein, and that the said J.L.Pennington  
has never ~~been~~ repaid to him any part of the money paid by him to  
said Morgan or any other creditor of the said J.L.Pennington; and  
that before the institution of this suit, he did, for a valuable  
consideration, transfer and assign to his son, A.N.Pennington, all  
his rights against the said John L.Pennington.

The consideration above mentioned was the payment by the said  
A.N.Pennington to James A.Newman and other creditors of respondent  
certain judgments and debts which he owed and on which the said A.  
N Pennington was surety,

And now having fully answered, respondent prays to be hence  
dismissed with costs &c.

L. P. Hyatt



West & Steward Adms.  
vs. & In Chancery  
J. L. Pennington et als.

Answer & ~~cross~~ of  
William Pennington

Filed in open court  
and by leave thereof  
Nov 15, 1901.  
A B Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the Circuit Court for  
Lee County, Virginia:

The separate answer of A.N.Pennington to a bill or amended bill  
bill filed against him and others in said court by West & Stewart,  
Administrators of the estate of Joseph Ely, deceased.

Respondent says that in so far as he is informed all the allega-  
tions of the said amended bill are true.

Respondent further says that he is interested in quite a number  
of the judgments shown by the transcripts from the Judgment Lien  
Dockets which are filed by the said bill as a part thereof.

Respondent says that he is informed that the judgment in favor  
of W.P.Zion, Guard.&c. against J.L.& J.D.Pennington has been paid  
in whole or in part by the said J. D.Pennington, or by a sale of his  
real estate; and that the said J.D.Pennington was only surety for  
the said J.L.Pennington therein, and is therefore entitled to be  
subrogated to the rights of the said Zion, Gd.&c., against the land  
herein sought to be subjected; and the said J.D.Pennington has as-  
signed his said right of subrogation to this respondent.

Respondent further says that he, as security for the said J.L.  
Pennington, has fully paid to E.S.Harber the judgment in his favor  
against them, and is therefore entitled to be subrogated to the  
rights of the said E.S.Harber against the lands herein sought to be  
subjected, which right he here claims and asserts.

Respondent says that he is informed and believes that in the  
judgment in favor of Greer Machinery Co. against J.D., J.L. and Wil-  
liam Pennington for \$272.&c. the said J.L.Pennington and William  
Pennington were joint security for the said J.D.Pennington; that



the said J.L.Pennington has paid no part of same, but that all or a par thereof has been paid out of proceeds of sale of the lands of the said William Pennington; that the said William Pennington has the right to require the said J.L.Pennington to come in and contribute, or repay to him one half of the amount so paid by the said William Pennington, which constitutes a lien of the tract of land herein sought to be subjected, and which right the said William Pennington has assigned to respondent.

Respondent further says that a part of the A.M.Olinger judgment and probably all of it was paid to the said Olinger by J.D.Pennington as surety for the said J.L.Pennington, and the said J.D. is entitled to be subrogated to the rights of the said Olinger against the said J.L.Pennington's land, which right the said J.D.Pennington has assigned to this respondent.

Respondent says that a large part and probably all the the W.P.Wood Judgment for \$586.80, with interest &c. has been paid by sales of lands of J.D.Pennington who was the security of the said J.L.Pennington therein, and the said J.D.Pennington, to the extent of his said payments, is entitled to be subrogated to the rights of the said Wood against the lands of J.L.Pennington herein sought to be subjected; and the said J.D.Pennington has assigned his said rights therein to this respondent.

Respondent further says that the judgment in favor of J.M.Olinger for \$90.00 with interest &c., has likewise been paid out of proceeds of sale of the lands of the said J.D.Pennington, who was the surety of the said J.L.Pennington therein; and the said J.D.Pennington is therefore entitled to be subrogated to the rights of the said Olinger against the said land herein sought to be subjected, but he has



also assigned his right therein to this respondent, who now here asserts the same.

Respondent says that a part or probably all of the judgment in favor of the said W.P.Wood against the said J.L., J.D. and William Pennington for \$783.90 &c. has been paid by the said J.D. and William Pennington as sureties therein for the said J.L. Pennington, and to the extent of said payments are entitled to be subrogated to the rights of the said Wood against the said J.L. Pennington's lands, and the said J.D. and William Pennington have assigned their said rights therein to this respondent.

Respondent further says that in so far as the judgments in favor of the Phillipps heirs (Mary E. Lanningham, Jennie Phillipps and Lee Phillipps) against William Pennington, J.D. Pennington, J.L. Pennington and A.N. Pennington have been paid said payments have been made by the said William Pennington, who was the principal therein, and by this respondent and the estate of the said John S. Burgan. And there being four sureties therein, he has the right to require the said J.L. Pennington to come in and contribute his proportional part of same, or to repay to him one-fourth of the amount paid by respondent on said judgments, which right he here asks the court to enforce against the 412 acre tract of land in this cause mentioned.

Respondent says that he, as the surety of the said J.L. Pennington has paid for him large amounts of the Pennington Gap Bank judgments, and he here asks to be subrogated to the rights of the said bank against the said J.L. Pennington, and the lands in the bill and pleadings herein sought to be subjected.

Respondent says that he as co-surety for the said J.L. Pennington



to the said Pennington Gap Bank, he has likewise paid more than his share of said judgments, and asks that the said J.L.Pennington come in and contribute, and that his said rights in this respect be adjudged to be liens against the said tract of land in the bill mentioned.

Respondent says that the judgment in favor of Henry J.Morgan against John L.Pennington, J.D.Pennington and William Pennington insofar as the same has been paid, and he alleges that very large payments have been made thereon, the same have been made by William Pennington, and the said William Pennington, to the extent of said payments, is entitled to be subrogated to the rights of the said Morgan against the said John L.Pennington, which right he has assigned to this respondent, and this respondent here claims and asserts the said right against the land herein sought to be subjected. And respondent says the same is true with respect to the John D.Morgan judgment.

Respondent says that the judgment in favor of E.W.Pennington, Comr. against the said J.L. and J.D.Pennington for the sum of \$485.68 &c. has been paid in whole or in part by the said J.D.Pennington, who was the surety of the said J.L.Pennington therein, and the said J.D. Pennington, being entitled to subrogation, has assigned said right to this respondent, and he here asserts the same.

Respondent says that he also has rights in other judgments described in said transcripts from the Lien Docket of said county, and he joins in the prayer of the bill that it will be necessary to refer this cause to a commissioner of this court to ascertain and settle the rights of the parties in and to the said judgments, and hence does not deem it necessary to further set the same out at large in



this answer.

Respondent asks that this answer be treated as a cross-bill against the said J.L.Pennington, H.Z.Parsons and others, and he here offers to come into this suit and bear his pro rata part of the costs thereof. He prays that the rayer of the said amended bill be granted and for full relief in the premises.

And now having answered as fully as deemed necessary, repondent prays to be hence dismissed with his costs &c.

R.T. Irvine and

L.T. Hyatt, p.d.



West & Stewart,  
Admsrs.

v5 { In Chancery

J. L. Pennington et als.

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Answer and Cross-  
Bill of A. N. Pennington

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Filed in open court  
and by leave thereof  
Novr. 15<sup>th</sup> 1901.  
A B Munsey Clerk



W.P.M.Stewart & S.P.West admrs etc

vs.

In Chancery.

J.L.Pennington et als,

To the Hon.H.A.W.Skeen,Judge of the circuit court foe Lee Co.

The demurrer of Henry Z.Parsons and

to an amended bill of complaint filed in thid honorable court by  
said Stewart & West admrs. of the setate of Joseph Ely decd.,against  
h and others;and for demurrer to said amended bill says:

(1). Said complainants allege that there are numerous errors in  
the report of E.W.R.Ewing refferred to in their bill,-and while not  
specificly praying for relief against their imaginary errors,they do  
pray for general relief,and no doubt will ask your honor to cor-  
rect any supposed errors that they may ~~x~~ imagine to have been  
committed in the said report and the proceedings had in respect  
thereto: Even if there were errors in said report and the proceed-  
ings had in rēspect thereto,the only way known to your demurrants  
to correct the same is by appeal or bill of review after confir-  
mation of the same,and before confirmation by exceptions to the con-  
firmation. And further they do not any where in their bill set out  
and name their suposed errors.

(2). Because the complainats conclusion of law with respect to the  
412 acre tract of land mentioned is erronious and fallacious as to  
the part bought by Russell & Jessee to pay off the lien of W.A.  
Parsons thereon.

99<sup>th</sup> 88

3() Because the children and heirs of M.C.Parsons are in no way  
shown to have any interest in any ~~fx~~ phase of the case presented  
by the complainants, *yet they are made parties.*

(4). Because records and copies are reffered to and alleged to be  
filed in said bill,but in fact are not filed therein.



(5). Because of various reasons to be assigned at bar; said demur-  
rant being advised that said bill is wholly insufficient at law to  
call upon them to answer.

*Pennington was atty for*  
*H. J. Parsons.*

*Also representing J. L.*  
*Wade Guardian for Wheeler*  
*P. & Berria A. Parsons.*



H. Z. Parsons

add { summary

Stewart & West adducts



1 Henry Z. Parsons, Deft.

2 ads.

In Chancery,

3 West & Sewart admrs. et als. Compls.

4 To The Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:-

5 The separate demurrer and answer of Henry Z. Parsons to an amend-  
6 ed and an amendment to the first amended bill filed in this honorable  
7 court against him and others by S. P. West and W. P. M. Stewart administrators  
8 of Joseph Ely decd. Not waiving but reserving unto himself the benefit of  
9 all just and legal exceptions to said amended bills, for demurrer to said  
10 bills, says:

11 That said bills are insufficient in law to call upon him to answer for the  
12 following reasons:-

13 (1). For the reasons sated in his demurrer in writing filed in said  
14 cause at the June term, 1901 of this court;

15 (2). For the additional reason that the complainant's ~~amendment to their~~  
16 amended bill files with <sup>it</sup> copies of the various judgements as docketed  
17 in the judgement lien docket, which ought to be stricken out for such  
18 encumbers the record in this case, and will eventually incur unneces-  
19 sary costs.

20 But if other and further answer be required of him, answer-  
21 ing he says: That he supposes that it is true that the said West and Stewart  
22 are the duly appointed administrators of said Joseph Ely; that said Ely in  
23 his life time recovered in a court of law his judgement for \$134.00 with in-  
24 terest thereon from the 5th day of October, 1895, till paid, and \$8.56 costs;  
25 that said Ely has his said judgement docketed as the law requires in the county  
26 court for this county; that the said Joseph Ely in his life time filed in this  
27 court his original bill for the purpose of having enforced the lien ~~in~~ which  
28 his said judgement gave him against the real estate of J. L. & Wm. Pennington;  
29 that also the Greer Machinery Co. instituted a like suit in the Circuit  
30 Court for this county against the said J. L., J. D. and Wm. Pennington to enforce  
31 judgement liens which they had prior thereto obtained against the said Pen-  
32 ningtons; that at the March term 1897 of the Circuit Court of this county, in  
33 said Greer Machinery Co. case., E. W. R. Ewing was appointed a special commissioner



34 to ascertain and report the lands and liens thereon of said Penningtons; and  
35 that said Ewing in pursuance to said order of appointment did report to the  
36 court what he found to be all the lands owned <sup>by</sup> ~~at~~ said J.L. Pennington, the  
37 liens on the same, and their priorities, etc, which report was duly confirmed.  
38 And your respondent avers that one of the liens reported and ascertained was  
39 that of said complainant's decedent, and said report of said Ewing with re-  
40 spect to the lands owned by the said J.L. Pennington and liens thereon, at  
41 the term of this Court in said cause of the Greer Machinery Co, vs J.D.  
42 Pennington et als was duly confirmed, with the full knowledge and consent of  
43 said Complainant's decedent, and upon the findings of said Ewing in said re-  
44 port, and the confirmation of the same, the lands reported as belonging to said  
45 J.L. Pennington was ordered to be sold by Comr. R.L. Pennington, and reference is  
46 here made to said Ewing's report and the decree confirming the same. Your re-  
47 spondent will further show and aver that from an inspection of said Ewing's re-  
48 port on the question of what lands said J.L. Pennington owned and on which  
49 his creditors had liens, the 412 acre tract mentioned in said complainants'  
50 amended bill and sought therein to be subjected to the payment of their said  
51 debt was not included in said Ewing's report and findings, and they are there-  
52 advised and allege that said complainants and all others who were parties to  
53 said proceedings are now estopped from setting up or claiming any lien upon said  
54 412 acre tract of land in the hands of your respondent, who is an innocent  
55 purchaser, and who purchased after said report of said Ewing was filed in  
56 said cause and confirmed by the court, and also whose vendors purchased after  
57 said report was confirmed; said complainants and their decedent have all been  
58 guilty of laches and negligence, in this, no effort was made by them or either  
59 of them to subject said tract of land to the lien of their judgement, if such  
60 such they ever had thereon, (but that your respondent denies) until after  
61 your respondent, who relied upon the finding of said Ewing's report and the  
62 confirmation of the same, became the honest and bona fide purchaser of the  
63 said tract of land for a valuable consideration, and has for several years been  
64 putting valuable improvements upon the same; and said complainant's decedent had

~~constructive of not actual notice of the alleged interest in said~~



65 constructive, if not actual notice of the alleged interest of J.L. Pennington  
66 in said land, if any he ever had, and that said Joseph Ely in person or through  
67 his attorney had notice of the judicial sale of the said tract of land in  
68 the chancery causes of R.L. Pennington Admr. vs. Russell and Jesse adms., et als  
69 and M.E. Burk et als vs. G.W. Russell et als, still pending in this court; yet they  
70 did not speak until after it was too late for your respondent to protect him-  
71 self against such claim; and he is advised that it is a rule of law if one  
72 stands by and allows another to invest his money in a subject in which he  
73 claims to have an interest, such person can not afterwards set up any claim  
74 thereto to the prejudice of such innocent person.

75- Your respondent will further answer by saying that he supposes it was  
76 true that said J.L. Pennington and M.C. Parsons on the 2nd day of Feb., 1894 inter-  
77 ed into the contract filed in said amended bill as exhibit "4", and thereby as-  
78 signed and turned over to said M.C. Parsons the Mallett debt of \$8820.00 which  
79 was secured by a vendor's lien on the 1165 acre tract which J.L. Pennington had  
80 conveyed to said Mallett; that as will be seen from an inspection of said pa-  
81 per, said Parsons agreed to sell said Pennington said 412 acre tract of land  
82 as a part payment on said Mallett debt and assigned to said J.L. Pennington  
83 notes on various parties for the residue. But said Parsons was to make no deed  
84 to said land until he had been paid in full the Mallett debt; and your respon-  
85- ent admits that said Parsons sold Nicoll his "Knob" farm and out of its price  
86 took in the interest of the Pocket Company in said 1165 acre tract of land for  
87 \$1500.00. But your respondent denies most emphatically that said Mallett, said J.L.  
88 Pennington, as assignee of said \$8820.00, or any other person has ever paid to  
89 said Parsons in his life time or to his administrators since his death said  
90 debt of \$8820.00 or any part thereof. Your respondent denies that it was un-  
91 derstood or agreed expressly or impliedly, or that the law operated to ex-  
92 tinguish the lien and debt of said Parsons against said 1165 acre tract of  
93 land when he bought in the title of said Pocket Company to the same. Your re-  
94 spondent is advised that when ~~xxxxxxx~~ said M.C. Parsons bought in the  
95 title of said Pocket Company, neither the law nor equity extinguished his debt

~~or lien upon~~



96 or lien on said 1165 acre tract of land, not the liability of said J.L.  
97 Pennington to said Parsons as assignee of said debt of \$8820.00. Your re-  
98 spondent says it is the first time he has ever heard the proposition assert-  
99 ed that when a person buys in the subject matter on which he has a lien, such  
100 purchase operates an extinguishment of his debt and a satisfaction of the same;  
101 he denys such a proposition to be the law of this land. 4A. 75. Jo. 335

102 Your respondent will show unto your honor that at the time said  
103 J.L. Pennington assigned said Mallett debt to said M.C. Parsons, said Mallett  
104 was a non-resident of this State and insolvent, facts known to both said Pen-  
105 nnington and Parsons; that J.L. Pennington had nothing practically except said  
106 debt on said Mallett; that the days of panics and hard times were upon the  
107 people, and it was know to them both that said 1165 acre tract of land would  
108 never sell for a sum sufficient to <sup>pay</sup> off said debt of 8820.00; but that some  
109 day said Pennington would have to pay back a prt of the same; so, therefore,  
110 in order to make himself as secure as possible, said Parsons provided in his  
111 contract with Pennington, that no conveyance was to be made to said Pennington  
112 to said 412 acre tract of land until the whole of said \$8820.00 with ~~its~~ <sup>its</sup>  
113 interest should be fully paid, which has not been done to this day.

114 Your respondent denys that the contract filed in said complainants a-  
115 <sup>but was afterwards by mutual consent simply abandoned</sup> mend-  
116 ed bill as exhibit "4" was ever consummated: At the time it was signed, said  
117 J.L. Pennington was living on the 1165 acre tract, and Wm. A. Parsons on the 412  
118 acre tract. When Wm. A. Parsons sold the 412 acre tract to said M.C. Parsons he  
119 reserved the use and possession thereof for one year, and did use and culti-  
120 vate the same for a year next after he sold the same; and that said J.L. Pen-  
121 nnington was never in the possession of any part or parcel of said 412 acre  
122 tract. Before M.C. Parsons and said Nicoll made their trade, it was understood  
123 and agreed between said J.L. Pennington and said M.C. Parsons, that if Parsons  
124 got from the Pocket Company its interest in said land, it was to be for said  
125 J.L. Pennington, and that they would recant <sup>and abandon</sup> their contract of February 2nd.,  
126 1894, and said Pennington have back his old homestead, the 1165 acre tract; and  
127 as soon as said M.C. Parsons and said Nicoll did trade, said Pennington and  
128 <sup>and abandon</sup> said M.C. Parsons did recant said contract. And as said M.C. Parsons had apid



128 to J.L.Pennington on said Mallett debt in notes \$3290.00 and to Nicoll  
129 \$1500.00, said Pennington in order to pay Parsons sold off of said <sup>1165 acre tract</sup> land to  
130 said M.C.Parsons all the merchantable poplar timber and perhaps some other  
131 kinds at the rate of \$4.00 per thousand feet on the stump; but before said  
132 Parsons got this timber off of said land, he died in Feb., 1895. So thereafter,  
133 in the two chancery causes of J.L.Pennington vs. Ellen Jessee et als, and M.C.  
134 Parsons adr. vs. J.L.Pennington an agreed order was entered giving said J.L.  
135 Pennington said 1165 acre tract subject to a vendors lien of \$1500.00 and  
136 giving the M.C.Parsons' estate the 412 acre tract. Your respondent denies that  
137 this \$1500.00 has been fully paid; to satisfy the same the 1165 acre tract was  
138 sold by Comr. R.L.Pennington in the chancery cause of R.L.Pennington vs.  
139 Russell and Jesse, adms, etc et als; but owing to a deed of trust of ~~xxix~~ a  
140 part of said 1165 acre tract given to secure J.L.Carter Guard, etc, the said  
141 tract when sold did not bring enough to satisfy the deed of trust which was  
142 prior to said \$1500.00 and said \$1500.00; there is yet unpaid on said \$1500.00  
143 to said Russell and Jessee the <sup>about</sup> sum of \$~~600.00~~ <sup>600.00</sup>.....; and your respondent  
144 avers and alleges that said J.L.Pennington is insolvent and has nothing out  
145 which said balance of said \$1500.00 can be made.



Your respondent would further represent and show unto your honor that on the 12th day of January, 1894, W.A. Parsons sold the said 412 acre tract of land here in controversy, to M.C. Parsons, as stated in the plaintiffs bill, executed a title bond, or contract for the conveyance of said land but did not convey the same to M.C. Parsons; some time after the said contract as last aforesaid, to wit, about January 1895 M.C. Parsons died owing said W.A. Parsons the sum of \$\_\_\_\_\_, purchase money on said land; which was the difference in the land which M.C. Parsons was giving said W.A. Parsons for said 412 acre tract. After said Parsons death said W.A. Parsons brought suit to extract title to the land which was contracted to be conveyed him by said M.C. Parsons, and filed in said suit an escrow deed retaining ~~xxx~~ a vendor's lien for the the difference in the price of the lands exchanged, as he had a right to do. Said deed was accepted by the estate of said M.C. Parsons, and a judgement was rendered in favor of said Parsons for said difference. At the same time W.A. Parsons suit was pending there was also pending in the same court a creditors bill against the estate of M.C. Parsons, styled "R.L. Pennington Admr. vs Russell and Jessee Admrs. et al," which had for its object the settlement of the administrators account, the ascertainment of the indebtedness of the said estate and the sale of enough real estate to satisfy the debts after the application of the personal assets. In said suit said debt of W.A. Parsons was reported and as a vendor's lien upon the said 412 acre tract. By a decree entered in said creditors cause on the \_\_\_\_ day of \_\_\_\_, R.L. Pennington was appointed a special commissioner to make sale of the said 412 acre tract of land or enough thereof as should be necessary to pay said debt and the costs of said suit of W.A. Parsons vs said estate and the commissions of sale, and on the \_\_\_\_ day of \_\_\_\_ 189\_\_, said Pennington proceeded to make said sale according to the terms of said decree, at which sale H.J. Russell and J.C. Jessee became the purchasers of \_\_\_\_\_ acres of said land; and said sale being duly reported to court was confirmed to said Russell and Jessee. After said sale, to wit on the \_\_\_\_ day of \_\_\_\_, your respondent purchased of J.C. Jessee his one half undivided interest in said land purchased at said judicial sale. After said H.J. Russell



181 made said purchase and the same had been confirmed to him and  
 182 said Jesse, he departed this life, and a creditors suit was  
 183 instituted against ~~xxxxxxxxxxxx~~ his estate styled "M.E. Burk et al  
 184 vs G.W. Russell, Admr. et al," which had for its object the settlement  
 185 of said Russell Administration account, the ascertainment of the  
 186 assets and debts and the sale of enough real estate to pay the debts  
 187 remaining after the application of the personal estate, a decree was  
 188 entered in said suit directing the sale of the interest of H.J.  
 189 Russell in said land, at which sale your respondent became the  
 190 purchaser of said interest, at the price of \$\_\_\_\_\_. Said sale  
 191 was duly reported to court and confirmed to your respondent.  
 192 Previous to the institution of the said creditors suit last  
 193 aforesaid your respondent had also purchased, in the said cause  
 194 of R.L. Pennington Admr. vs the estate of M.C. Parsons, the remainder  
 195 of said tract of land after said Jesse and Russells interest of  
 196 \_\_\_\_\_ acres, and had instituted his suit for the partition of the  
 197 land between himself as purchaser from J.C. Jesse and in said last  
 198 named cause, in which case said land was partitioned by laying off  
 199 to your respondent as assignee or vendee of J.C. Jesse 172 acres  
 200 and as purchaser in said creditors suit vs the M.C. Parsons estate,  
 201 90 acres, and the estate of H.J. Russell was given ~~xxx~~ 150 acres, so  
 202 after your respondent had purchased the Russell interest as aforesaid  
 203 he became the owner of the whole of said tract. Now your respondent  
 204 avers that said Russell and Jesse paid all that said land was  
 205 worth at the time the same was sold for the amount which they  
 206 bought in said land, and that the creditors of J.L. Pennington were  
 207 in no way prejudiced in not having been made parties to the suit  
 208 of W.A. Parsons for the enforcement of his lien on said land, and  
 209 they being innocent and bonafide purchasers your respondent stands  
 210 in their stead and as their vendor and possessor<sup>or</sup> their rights. The  
 211 creditors have no interest in said 90 acre tract of said land for  
 212 the reasons stated in the other parts of this answer, which applies  
 213 to the whole of said tract.



214 Now your respondent is advised that since said J.L. Pennington has  
 215- never been possessed or entitled to said 412 acre tract of land, said com-  
 216 plainants, nor any other creditor can subject the same to the payment of their  
 217 judgements; for a creditor can not stand higher and have greater and superior  
 218 rights to his debtor. Creditors stand in the shoes of their debtor with refer-  
 219 ence to his property. Is there now, or has there ever been a time when J.L.  
 220 Pennington was entitled to said 412 acre tract of land? If not, then said  
 221 Complainants nor any other creditor of said Pennington can have any standing  
 222 *with respect to the same* in court, and therefore their amended bills should be dismissed.

*Pennington Bros p.d.*



It is admitted that the deed from  
- John L. Primmington to the heirs of  
M. C. Parsons directed in the decree  
of J. S. Primmington vs. Edlin Jessie et  
als as of Nov. 1896 was not  
made by said Primmington until  
Feb. 1902 and that made & put  
upon record by the plaintiff  
without giving actual notice to  
the defendant Parsons -

Primmington Bros  
J. H. Pratt

Henry J. Parsons

Atts. } Answer.

Next & Return at

Filed Sept 4 1901.

A. J. Munnay, Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for Lee County, Virginia:

The separate answer of Whelands Foundry and Machine Works, a corporation, to an amended bill in chancery exhibited against him and others in said court by West & Stewart, administrators &c.

Respondents says that it in onyone of the judgments described in the transcripts from Judgment LieDockets filed by the said complainants as exhibits with their bill, to wit:

A judgment in its favor against the said John L.Pennington for the sum of \$1441.88, with interest f rom the 7th day of March, 1893, until paid and \$6.50 costs, rendered by Lee circuit court on the 21st day of May, 1898, and docketed on the same day in J.L.D.No.3, p.178.

Respondent says that no part of the said judgment has ever been paid to it.

Respondent joins in the prayero of the said amended bill, and prays that this answer be treated as a cross-bill against the said J.L.Pennington and others, and it here offers to come into the said suit and bear its pro rata part of the costs thereof; and respondent prays for full general relief inthe premises.

R. L. Irvine p. g.



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West & Stewart, Admsrs.

vs { In Chancery  
J. L. Pennington et als.

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Answer & cross-bill of  
Whelands Foundry &  
Machine Works.

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Filed in open court and  
by leave thereof Novr.

15, 1901.

AJ B Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the circuit court for  
Lee county, Virginia:

The separate answer of W.J.Milham, sheriff and administrator  
of th estate of ~~kix~~ George A.Crabtree, deceased, to a bill in chan  
cery filed against him and others insaid court by West & Stewart,  
administrators of the estate of Joseph Ely, deceased:

Respondent says that he has no personal knowledge of the al-  
legations of the said bill, but he supposes that they are true.

Respondent says that his decedact, as appears by the records  
of this court and by certain transcripts from the Judgment Lien Dock-  
ets filed with the said amended bill, holdstwo judgments against the  
said J.L.Pennington, and while respndent has no personal knoweldege  
in regard to the said judgments, he alleges that they are unpaid,  
and prays that the lien of the samebe enforced in this suit pursu-  
ant to the prayer of said amended bill, and to this end he prays  
that this answer be treated as a cress-bill against the said J.L.  
Pennington, H.Z.Parsons and others, and he here offers to come into  
the same and pay his pro rata costs of the same.

He prays for full general relief in the premises &c.

*R.P. Irvine & L.P. Myatt & L.*



West & Stewart, Admrs.  
vs } In Chancery  
J. L. Pennington et al.  
Answer and Cross-bill  
of W. J. Milham, Adm  
Filed in open court  
and by leave thereof  
Nov. 15, 1901.  
A B Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the Circuit  
Court for Lee County, Virginia:

The answer of Wheeler P.Parsons, Bessie A.Parsons, Bernice Russell, Catherine Russell, Bernard Russell, Pearl D. Russell and Lee Phillipps, who are infants under the age of twenty-one years, by Geo.P.Cridlin their guardian ad litem, assigned to defend them in this suit, to a bill exhibited against them and others in this Honorable Court by W.P.M.Stewart and S.P.West, Administrators of the estate of Joseph Ely, deceased.

Respondents reserving to themselves the benefit of all just exceptions to said bill, for answer thereto, or so much thereof as they are advised it is material for them to answer by their said Guardian ad litem answer and say:

That they are infants of tender years, and by reason of their infancy, are incapable of understanding, or of taking care of their rights and interests. They therefore, by their said guardian ad litem, commend themselves and their rights and interests to the protection of the Court, and pray that no decree may be pronounced which will tend to their prejudice.

And having fully answered, the said respondents pray to be hence dismissed with their reasonable costs in this behalf expended, and they will ever pray &c.

Geo. P. Cridlin  
Guardian ad litem for infants.

Sworn to before me, A.B.Munsey, Clerk of the Circuit Court of Lee County, Virginia, by Geo.P.Cridlin, guardian ad litem for Wheeler P. and Bessie A.Parsons, Bernice, Catherine, Bernard and Pearl D.Russell and Lee Phillipps. This June 5th, 1901.

A.B. Munsey Clerk.



W. P. M. Stewart +  
S. P. West. Adm. &c.  
vs. { Du Cley.  
John L. Remington et al  
Answer of  
Geo. P. Coridlin S. A. L.

S. A. L. fa \$500.



Nest Stewart Adams & Co, Plffs

vs  
John L. Pennington et al Dfts. } In Chcy,

This Cause came on this the 25<sup>th</sup> day of February 1904, to be again heard upon the papers heretofore read in this Cause, the petition <sup>and exhibits therewith</sup> of B. H. Sewell filed in said Cause on this day, and was argued by Counsel. On Consideration whereof, it is adjudged ordered and decreed, that the decree in said Cause adjudging the judgment of George A. Crabtree against John L. Pennington et al, <sup>as stated in said petition,</sup> to be paid to W. J. Melcham administrator of George A. Crabtree decd, be corrected, and that the said judgment be paid to the said B. H. Sewell who was the attorney of the said Crabtree, and obtained said judgment for him, And it is further adjudged ordered and decreed that the said B. H. Sewell be and he is allowed to retain out of said judgment a sufficient amount assigned him by said Crabtree to pay the balance



due said A. H. Sewell on the note  
he has against said Creditors  
and filed with said petition,  
and to pay the Cost <sup>\$10.40</sup> due A. B.  
Mumsey as Clerk in the action  
under which said judgment <sup>was obtained</sup>  
and ~~after paying the above~~

two matters, and after retaining  
his commissions ~~for~~ obtaining  
said judgment, said  
Sewell will pay the balance  
of said judgment to  
W. J. McNamee administrator  
of said George A. Pratt  
deceased, and this cause is  
Continued.

Contd  
H. A.

West & Stewart & Dean & Co

vs E. Deane

John L. Parungton & Co

Entered in C. A. B.

No. 7 page 437

Entered this  
H. A. W. Dean  
Feb'y 25<sup>th</sup> 1904



Stewart & West, Administrators, Complainants,

vs.

In Chancery.

J. L. Pennington, et al, Defendants.

This cause came on to be heard in vacation, at Eugenia Hotel in the town of ~~XXXXXXXXXX~~ Big Stone Gap, in Wise County, Virginia, on this the 29th, day of August, 1903, and between the hours of 9 A.M. and 6 P.M. of that day, upon the papers formerly read therein, and the report filed in this cause on the 6th, day of August, 1903, of L.T. Hyatt, Commissioner, of the sale to W.B. Emmert the tract of land mentioned in said cause as a 412 acre tract, and the motion of said W.B. Emmert by his counsel to have confirmed to him the sale of said tract of land as made to him by said Hyatt, and as shown by said Hyatt's said report, and was argued by counsel:

And it appearing to the court that said Hyatt's said report of sale of said land to the said Emmert has been filed in this cause for more than ten days before ~~XXXXXXXXXX~~ this date and that the same and said sale are not excepted to by any one in interest; and it further appearing to the court that said <sup>Emmert</sup> has given in writing to each and all parties to said suit reasonable notice of the time and place of his making said motion by serving a copy of his notice of said motion, as appears by the returns of E.S. Evans and D.B. Byington, deputy sheriffs for W.J. Milham, sheriff for Lee County, upon the following parties, to-wit: John L. Pennington, Henry Z. Parsons, Eva Russell for herself and said Eva, guardian for her infant children, Catherine Russell, Pearl Russell, Bernice Russell and Bernard Russell, George W. Parsons, Rebecca Wampler, George W. Russell Administrator of the estate of H.J. Russell, A.M. <sup>Wm. P. Zion, Guard.</sup> Clinger, J.M. Clinger, ~~John E. Skaggs~~, James F. Witt, William R. Johnson, Sally Johnson and E.S. Wax; and by the following parties through their counsel, L.T. Hyatt, accepting legal service of said notice, to-wit: W.P.M. Stewart and S.P. West, Administrators of the estate of Joseph Ely, William Pennington, R.J. Wood, R.L. Wood and R.A. Wood, partners under the style and firm name of R.J. Wood & Sons, W.P. Wood, E.S. Harber, W.S. Hurst in his own right, W.S. Hurst, A.G. Hyatt, and J.A.G. Hyatt bankers under the style name of the Pennington Gap Bank, T.J. Ely Administrator of the estate of George Crider, A.M. Brown, J.D. Pennington, R.L. Evans, George W. Hughes, C.D. Russell, L.M. Zion, A.N. Pennington, James Carter, W.J.



Milham, administrator of the estate of John S. Burgan, and W. J. Milham, Administrator of the estate of George A. Crabtree; and by the following parties through their counsel, Pennington Bros., accepting legal service of said notice, to-wit: Mary E. Laningham, Jennie Phillips, Lee Phillips, J. C. Jessee, Ellen Jessee, Henry C. Wade guardian for Wheeler P. Parsons and Bessie Parsons, two infants, J. M. Greer, J. R. McDowell, J. G. Duncan, and O. Schamzraied, merchants doing business under the style and firm name of The Greer Machiner Company, The American Stave and Cooperage Company, a corporation; and by the following persons through their counsel, James W. Orr, accepting legal service of said notice, to-wit: -James W. Orr and C. K. Brown, merchants doing business under the style and firm name of Brown & Orr, James W. Orr and George W. Blankenship, late partners in the law business under the style and firm name of Orr & Blankenship; and ~~by~~ the ~~XXXXXXXX~~ Wheelands Foundary and Machine Works; and by the following parties through their counsel, H. J. Morgan, accepting legal service of said ~~by~~ notice, to-wit: John D. Morgan; and by the following parties accepting legal service of said notice in their own proper person, to-wit: Woodward Stewart, Emily Stewart, H. J. Morgan, M. L. Slomp, H. G. Ely, and E. W. Pennington, Comr. *John F. Shaggs & George H. Peters*

On consideration of all which, and for reasons appearing to the court, and each and all of the parties to the said suit failing to appear and show good reason and cause why said sale of said 412 acre tract of land, as made by said Commissioner Hyatt to said W. B. Emmert should not be confirmed, it is hereby adjudged, order and decreed that said report of said Hyatt and said sale of said Hyatt, Comr., to the said <sup>of said land</sup> W. B. Emmert ~~by~~ and the same are hereby confirmed and approved, and that said Emmert take and hold said land free from any claim, right or interest of any party to said suit, except the unpaid purchase price on said land shall be and constitute a lien in and upon the same.

It is further adjudged, ordered and decreed that said Commissioner, Hyatt, will out of the money paid to him by said Emmert as the first payment on said land, first pay to those entitled the costs of this motion #, costs of this suit and commissions of sale, and the residue to the persons entitled to the same, or to their assigns, as fixed by the decree of

*(The above undersigned is objected to by J. F. Hyatt)*



-3-

March 9th, 1903, entered in said cause; and as said deferred payments become due, said Hyatt will collect the same and pay to those entitled as fixed by said decree. And he will report his action to court, and this cause is continued.

Given under my hand this the 29th, day of August, 1903, as judge of the Circuit Court for Lee County, Virginia.

H. A. W. Siler Judge of  
Circuit Court for Lee County, Virginia.

To

A. B. Munsey, Clerk,



Stewart & West admin

Secre Con-  
firming sale  
of 412 acre tract

John S. Pennington & al

Entered on Chancery  
Order Book No 7 Pages  
350-351 & 352.

This cause is continued.  
as fixed by said decree. And he will report his action to court, and  
become due, said Hylatt will collect the same and pay to those entitled  
etc. etc. 1907. entered in said cause; and as said deferred payments



Lee Circuit Court.

West & Stewart, Adm'rs.

v.

Decree.

J. L. Pennington, et al.

This cause having come on to be heard in vacation at Big Stone Gap, Virginia, before the Judge of the Circuit Court of Lee County, on January 29th, 1902, upon the papers formerly read herein, and upon the decree submitting this cause as a vacation cause, entered herein at the November term, 1901, of said Court, and having been fully argued by counsel on said date, and said Judge not being fully advised, doth take time until this 31st. day of January, 1902, to consider the same, and now being fully advised, it is adjudged, ordered and decreed that the demurrer of the defendant, H. Z. Parsons to the second amended bill in this cause, be and the same is hereby overruled; and it is further adjudged, ordered and decreed that the exceptions numbered one, two and five, made in writing by the plaintiffs and cross-complainants herein to the answer of the said H. Z. Parsons, be and the same are hereby sustained; and the court being of the opinion that the question of the alleged merger of the lien of the \$8820.00 into the title of the 1165 acre tract, and the question as to the alleged parole sale, exchange or rescission between M. C. Parsons and J. L. Pennington with reference to the 1165 acre tract and the 412 acre tract in the pleadings mentioned, should be fully developed upon the facts pertaining to said transactions, it is adjudged, ordered and decreed that exceptions three and four to said answer are overruled; and the court deeming it necessary and expedient in any event that a report on liens should be made, it is therefore adjudged, ordered and decreed that A. M. Goins, who is hereby appointed a special commissioner for that purpose, shall take and state an account in this cause showing, first, what lands, if any, other than the tract in controversy in



( 2 )

this cause, are subject to the liens asserted herein by the plaintiffs and cross-complainants, and whether or not said additional lands, if any, are liable before the lands in controversy herein.

Second: He shall ascertain and report whether or not the widow of M. C. Parsons, deceased, is entitled to dower in the 412 acre tract of land in controversy in this cause.

Third: He shall ascertain and report what liens are valid and subsisting liens against the said 412 acre tract of land, and any other land which he may report as subject to said liens; the amounts of said liens and their priorities, and the dates of their rendition and docketing; and he shall particularly report on all matters of subrogation and contribution which may be involved in the judgment liens.

Fourth: He shall report also on the rental value of the 412 acre tract of land in controversy, and any other tracts that he may report as liable to the liens involved in this suit.

Fifth: He shall report on any other matters specially required by any of the parties hereto, or which he may deem necessary or pertinent to be reported upon. In making up his said report said commissioner shall consider all proper record evidence, and shall hear such additional oral evidence as may be necessary or proper, and shall reduce such oral evidence to writing, and return it together with copies or memoranda of said record evidence, to the court with his report.

It is further adjudged, ordered and decreed that the first lien on the whole of the said 412 acre tract of land is the lien for unpaid purchase money due <sup>originally to W. A.</sup> ~~to the estate of M. C. Parsons~~, which amounts to the sum of \$315.00, with interest from January 1st, 1895, Before taking said account, said Goins, Commissioner, shall give to each of the parties herein, or their counsel, at least five days notice in writing of the time, place and purpose of his sitting. He shall report his action to the Lee Circuit Court at a future term thereof, and this cause is continued.

To A. B. Munsey, Clerk.

H. A. W. Stiles  
Judge



R. T. IRVINE,

Attorney at Law,

BIG STONE GAP, VA.



West & Stewart, Admins

a. } Decree

J. L. Pennington, et al.

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Entered on C. O. B.  
No 7, 30 & 5-

Enter -  
July 31st 1902.



Stewart and West Administrators,

Complainants,

vs. On Amended Bill in Chancery.

J.L.Pennington, et al.

Defendants.

This cause came on this day to be heard upon the amended bill of the complainants filed in the original cause of Jos. Ely vs. J.L.Pennington et al, <sup>and exhibits filed therewith</sup> and the demurrer of J.C.Jessee and H.Z.Parsons, two of the defendants therein, made and filed in writing, and was argued by counsel. On consideration of all which the court is of opinion that the bill of the said complainants is not sufficient in law, but that same should have alleged that the creditors of J.L.Pennington were aggrieved and injured by not having been made parties the suit of W.A.Parsons vs. Russell and Jessee and the case of R.L.Pennington Admr. vs Russell and Jessee adms, in which causes ~~xxxx~~ the 412 acre tract of land was sold, and that said tract of land did not at the sale made thereof bring what it was reasonably worth; the court is also of opinion that said plaintiffs should have tendered and offered to have repaid to the purchasers at the judicial sale the amount which they paid for the land with interest thereon from the date of their purchase, which is the sum of \$402.37, with interest from the 15th day of February, 1897, the amount paid by J.C.Jesse and H.J. Russeel for the part purchased by them and the sum of \$50.00 ~~xxxx~~ with interest thereon from the 19th day of December, 1898, which was paid by H.Z.Parsons for the land purchased by him out of said tract; but upon motion of the complainants leave is granted them to amend their ~~bill~~ <sup>amended</sup> making said allegations and tendering a bond duly executed before the clerk of this court with sufficient security in the sum of \$1000.00 conditioned upon performing the future order of this court and the payment of said sums of money in the event said bond shall be found liable to any of the as aforesaid and the interest thereon as aforesaid, which bond is to be made payable to the Commonwealth of Virginia; and the said complainants are given until the first of August rules to file <sup>by consent amend this</sup> said amended bill and execute said bond, which if not done by that time said amended bill shall stand dismissed. <sup>at bar so as to contain the necessary allegations & be given to the 1st August Rule to file & later said Court directs, which if not done by</sup>

X as the court is of opinion that H.A. Parsons had a vendee and prior liege in said land to any judgment or order of John C. Pennington

and the court is of opinion that H.A. Parsons had a vendee and prior liege in said land to any judgment or order of John C. Pennington



that time this cause shall stand dismissed  
& if said bond is executed the defendants  
are given until the 2<sup>nd</sup> ~~Sept~~ <sup>Sept</sup> X Rules  
1904 to file their answer.

Wm. J. Stewart & Adams

W. J. Stewart

J. J. Cunningham & Co.

Entered on July 27<sup>th</sup>  
No 6 Page 588

Entered this June 7<sup>th</sup>

1904. James Stewart



West & Stewart, Admrs. &c.,

Plaintiffs,

vs.

IN CHANCERY.

J. L. Pennington et al.,

Defendants.

EXTRACT FROM DECREE.

This cause having come on to be heard in vacation at Big Stone Gap, Virginia, before the Judge of the circuit court of Lee County, on January 29th, 1902, \* \* \* \* \* it is therefore adjudged, ordered and decreed that A. M. Goins, who is hereby appointed a special commissioner for that purpose, shall take and state an account in this cause showing:

1st, What lands, if any, other than the tract in controversy in this cause, are subject to the liens asserted herein by the plaintiffs and cross-complainants, and whether said additional lands, if any, are liable before the lands in controversy herein.

2nd, He shall ascertain and report whether or not the widow of M. C. Parsons, deceased, is entitled to dower in the 412 acre tract of land in controversy in this cause.

3rd, He shall ascertain and report what liens are valid and subsisting liens against the said 412 acre tract of land, and any other land which he may report as subject to said liens; the amounts of said liens and their priorities, and the dates of their rendition and docketing; and he shall particularly report on all matters of subrogation and contribution, which may be involved in the judgement liens.

4th, He shall report also on the rental value of the 412 acre tract of land in controversy, and any other tracts that he may report as liable to the liens involved in this suit.

5th, He shall report on any other matters specially required by any of the parties hereto, or which he may deem necessary or pertinent to be reported upon.

In making up his said report said commissioner shall consider all proper record evidence, and shall hear such additional oral evidence as may be necessary or proper, and shall reduce such oral evidence to writing, and return it together with copies or memoranda of said record evidence, to the court with his report.

An Abstract Copy--Testes

Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract will take notice that on the 11th day of February, 1902, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902,

A. M. Goins  
Special Commissioner.

*None*

*See release deed from  
F. E. Parsons. See suit  
by same vs. J. B. Jones  
+ H. J. Russell*

*Report*

*See Dep. of H. J. Parsons  
#2000*



Nest & Stewart, Adms.

vs. } Comis Notice.

J. L. Pennington et al.

Date for Acch. Feb. 11, 1902,  
at Office of A. M. Goid.



Lee Circuit Court.

West & Stewart, Adm'rs,

Plaintiffs.

v.

J. L. Pennington, et al,

Defendants.

D E C R E E.

This cause came on again this day to be heard, upon the papers formerly read herein, and the depositions of witnesses taken since the last decree entered herein, and was argued by counsel; upon consideration of which, it is adjudged, ordered and decreed that the liens set forth in the plaintiff's bill, and sought to be collected in this suit, are valid and subsisting liens against the 412 acre tract in controversy, in their proper order of priorities, subject to the report hereafter to be made of A. M. Goins, Com'r, on the question of such priorities and the regularity of such judgments, and of the docketing and indexing, which questions are not now passed upon. And it is further adjudged, ordered and decreed that, in addition to the sum of \$315.00, with interest from January 1, 1895, which was heretofore adjudged to be a first lien on the said 412 acre tract of land, the costs of the suit of William A. Parsons v. J. C. Jessee, et al, shall likewise be included with said sum of ~~\$315.00~~; and further that the second lien upon said land shall be the amount remaining unpaid of the \$1500.00 for which a lien was reserved on the 1165 acre tract of land in controversy in the decree of November 5, 1896, in the two causes brought on to be heard together of M. C. Parsons' Adm'rs v. J. L. Pennington and J. L. Pennington v. Ellen Jessee, which is filed as an exhibit in this cause, and the amount so remaining unpaid shall be ascertained by Commissioner Goins, and made a part of his report which he was directed to make by the vacation decree entered herein January 31, 1902, the duties required by which decree said commissioner has not yet completed. Said Commissioner Goins shall proceed to comply with the requirements of the aforesaid decree of January 31, 1902, as modified by this decree, and report his actions hereunder to this court at its next term, and this cause is continued.



West & Stewart, Admins

*J. L. Pennington, et al.*

Entered on 4th 1893  
No 7 Page 208

Enter this -

N. 13.

See Circuit Court

Plaintiffs



West & Stewart, admrs &c.

Plaintiffs.

vs. ( On Amended Bill in Chancery.) Decree.

J.L.Pennington et als.

Defendants.

On motion of the defendants, William Pennington and J.D.Pennington, leave is granted <sup>each</sup> them to file <sup>ei</sup> ~~th~~ separate answers herein, and the same are accordingly filed. And on motion of the defendants T.J.Ely, administrator of the estate of Geo.T.Crider, deceased, W.J. Mileham, administrator of the estate of Geo.A.Crabtree, deceased, Whelands Foundry and Machine Works, a corporation, Pennington Gap Bank, L.M.Zion, W.P.Wood and R.J.Wood & Sons, W.S.Hurst, and A.H.Pennington leave is granted each of them to file their separate answers to the said amended bill which are prayed to be treated as cross-bills herein, and the same are accordingly filed.

And, thereupon, this cause coming on this day to be heard upon the papers formerly read herein, the above mentioned answers, and answers and cross-bills, the separate demurrer and answer of H.Z. Parsons filed in the cause at the first September rules, 1901, in which demurrer the plaintiffs and ~~cross~~<sup>u</sup>-plaintiffs join, and to which answer ~~the~~ the said plaintiffs and cross-plaintiffs filed exceptions numbered one, two, three, four and five ~~to the said answer of the said H.Z. Parsons;~~ and was argued by counsel.

And the court not having time <sup>at</sup> this term to consider the said demurrer and exceptions, <sup>by agreement of the parties</sup> ~~it is ordered~~ that this cause be made a vacation cause, and any order entered herein in vacation shall have the same effect as if rendered in term time.



the same effect as if rendered in term time.

verdict cause, and any order entered herein in vacation shall have demurrer and exceptions, it is ordered that this cause be made a

And the court not in view find this term to consider the said  
said H.S. Persons, and was argued by counsel.

numbered one, two, three, four and five to the said answer of the  
answers the said plaintiffs and cross-plaintiffs filed exceptions  
which demurder the plaintiffs and cross-plaintiffs John and to which  
Persons filed in the cause at the first September rules, 1901, in  
answers and cross-bills, the separate demurrer and answer of H.S.  
the papers formerly read herein, the above mentioned answers and

And, in reply, this cause coming on this day to be heard and

no.

the said submitted bill which are prayed to be treated as cross-bills

for leave is granted each of them to file their separate answers to

Motion, W.P. Wool and R.L. Wood & Sons, W. J. Pennington and A.J. Pennington

William Pennington and Machine Works, according to Pennington and Sons,

William Pennington and Machine Works, according to Pennington and Sons,

J. W. Pennington and Machine Works, according to Pennington and Sons,

the same are accordingly filed. And on the day of the defendants

On motion of the defendants, William Pennington and J.W. Pennington

J.W. Pennington et al.

as. (On Amended Bill in Chancery.) Decree. Plaintiffs.

West & Stewart, Adams & Co.

*West & Stewart, Adams & Co.*  
*Pennington et al.*  
*Decree*  
*Entered in C.P.B. No. 36.*  
*Page 36.*



#  
the answer of the infant defendants, by Geo. P.  
Cridline, their Guardian ad litem, and replica-  
tion thereto, the bills taken for confessed as to  
all the defendants who have not answered the  
same, all of whom have been proceeded a-  
gainst in the manner prescribed by law,



West & Stewart, Admr.s.&c., .....Plaintiffs.

vs. (In Chancery.) Decree No.5, for Sale.

J. L. Pennington, et al., .....Defendants.

This cause came on this the <sup>9<sup>th</sup></sup> day of March, 1903, to be heard upon the papers formerly read herein, <sup>(see above)</sup> the report of A.M.Goins, Special Commissioner, filed herein on the 2nd day of February, 1903, Statements "A" and "B" with said report<sup>4</sup>, and the depositions taken by the said commissioner, and exhibits filed therewith, and returned with his said report, and the exceptions, in writing, of Henry Z. Parsons to the said report, numbered 1,2,4, and 5, and was argued by counsel. Upon consideration of all which, the court is of opinion that exceptions numbered 1 and 5 are well taken, but that exceptions numbered 2 and 4 are not well taken, and it is therefore adjudged ordered and decreed that said exceptions numbered 1 and 5 be and they are each hereby sustained, and that that said exceptions numbered 2 and 4 be and they are each hereby overruled; and that the said report of the said A.M.Goins, Special Commissioner, be and the same is hereby confirmed and approved in all other respects.

And it is further adjudged, ordered and decreed that the following judgments listed by said Commissioner Goins in Statement "A" with his report are not liens upon the 412 acre tract of land in controversy, <sup>in this suit</sup> not being, in the opinion of the court, indexed in the Judgment Lien Dockets <sup>of Lee County</sup> in the manner required by law, and the court being also of opinion that actual knowledge <sup>by virtue of the proceedings in this cause</sup> of the same to the defendant, Henry Z.Parsons, is immaterial in this case, to-wit:

(1) The judgment of Geo.A.Crabtree against J.L.Pennington, reported in class 6 in said statement "A", for \$5.13 costs;

(2) The judgment in favor of the Pennington Gap Bank against Wm., J.L., and A.N.Pennington, reported in class 10 in said statement "A", for \$385.80 &c.;

(3) The judgment in favor of said Pennington Gap Bank against J. L., Wm., & J.D., Pennington and L.M.Zion, for \$367.65 &c.; also reported in class 10 in said statement "A"; and

(4) The judgment in favor of Lee Phillipps against Wm., J.L., J.D., & A.N.Pennington and W.J.Mileham, Admr.of the estate of J.S.



Burgan, Sr., deceased, for \$798.88 &c., reported in class 15, in said Statement "A".

And it is further adjudged, ordered and decreed that the following are liens against the said 412 acre tract of land, and that the same is subject thereto, in the following order, as shown by the said Statement "A" with the said report of said A.M.Goins, Commissioner, to-wit:

First in Order of Priority:

The balance of the original purchase money agreed to be paid by M.C. Parsons to Wm.A.Parsons for the said tract of land, remaining unpaid at the date of the purchase and sale of the said land by J.L.Pennington, which the court ascertains to be the sum of \$402.37, with interest thereon from the 15th day of February, 1897, until payment;

Second in Order of Priority: *X*

The balance remaining unpaid of the \$1500.00 for which a lien was retained on the 1165 acre tract in land in controversy in the decree of November 5th, 1896, in the two chancery causes then pending in this court and brought on to be heard together, of M.C.Parsons' Admrs.vs.J.L.Pennington et al. and J.L.Pennington vs. Ellen Jessee et al., to-wit, the sum of \$639.72, with interest thereon from the 22nd day of March, 1900, until payment;

Third in Order of Priority.

(1/) The balance of the judgment in favor of Geo.T.Crider against J.L.Pennington for \$35.00 &c., rendered by Lee circuit court, at its November term, 1893, and docketed December 13th, 1893, which balance is \$24.81, with interest thereon from the 15th day of May, 1894, until payment, which judgment is now the property of T.J.Ely, Admr.; and

(2) The amounts due A.N.Pennington, assignee of Wm.Pennington, subrogated to the rights of W.P.Wood on account of payments made by him on a judgment in favor of said Wood against J.L.& J.D.Pennington, originally, for the sum of \$586.80 &c., rendered by said court at said November term, 1893, and docketed on December 12th, 1893, the said Wm.Pennington having become bound for said judgment by signing a forthcoming bond thereon same, which amounts are as follows: the sum of \$169.80, with interest thereon from the 24th day of December, 1894, until payment, and the sum of \$151.88, with legal interest thereon from the first day of November, 1899, until payment;



~~payment;~~

Fourth in Order of Priority:

The amount due A.N.Pennington, assignee of J.D.Pennington, surety for J.L.Pennington, subrogated to the rights of J.M.Olinger against said J.L.Pennington, on account of a payment made by the said J.D.Pennington to the said J.M.Olinger on a judgment in his favor against the said J.L. and J.D.Pennington for the sum of \$90.00 &c., rendered by a justice of the peace on the 17th day of February, 1894, and docketed October 17th, 1894, to-wit: the sum of \$131.48, with interest thereon from the 2nd day of May, 1900, until payment;

Fifth in Order of Priority:

(1) The balance of a judgment in favor of E.W.Pennington, Commissioner, vs. J.L.Pennington J.F.Witt and Jacob Witt, rendered by Lee circuit court at the March term, 1894, and docketed April 3rd, 1894, for the sum of \$305.45 &c., to-wit, the sum of \$93.11, with interest thereon from the 8th day of September, 1896, until payment;

(2) The amount due A.N.Pennington, subrogated to the rights of E.S.Harber against said J.L.Pennington, on account of payments made to said Harber ~~xxxxx~~ by said A.N.Pennington on a judgment in favor of said Harber against said J.L.Pennington for the sum of \$438.50 &c. rendered in said court at said March term, 1894, and docketed on April 3rd, 1894, the said A.N.Pennington having become bound for said judgment by signing a forthcoming bond, and the amount paid by him being \$386.45, with interest thereon from the 12th day of August, 1894, until payment;

(3) The balance unpaid to W.P.Zion, Gd.&c. of a judgment in favor of said Zion against J.L. & J.D. Pennington for the sum of \$58.00 &c., rendered by said court at said March term, 1894, and docketed April 3<sup>rd</sup>, 1894, said balance being the sum of \$17.48, with interest thereon from the 20th day of January, 1902, until payment;

(4) The amount due A.N.Pennington, assignee of Wm.Pennington, on account of a payment made ~~on~~ the judgment last aforesaid by the said Wm.Pennington to the said Zion, Gd.,&c., the said Wm.Pennington having become bound therefor by signing a forthcoming bond, on which



judgment was afterwards rendered, to-wit: the sum of \$62.16, with interest thereon from the 20th day of January, 1902, until payment;

(5) The balance remaining unpaid to W.J.Mileham, administrator of Geo.A.Crabtree, deceased, on ~~the~~ judgment in favor of said Crabtree rendered at said March term, 1894, by said court, and docketed April 3rd, 1894, against said J.L.Pennington, for the sum of \$110.62 $\frac{1}{2}$  &c., which balance is \$108.67, with interest thereon from the 13th day of May, 1895; until payment;

Sixth in Order of Priority:

(1) The amount due A.N.Pennington, assignee of Wm.Pennington, on account of a payment made by said William, joint surety with J.L.Pennington for J.D.Pennington on a judgment in favor of Greer Machinery Co. against said J.D., J.L. & Wm.Pennington for the sum of \$272.25 &c., to-wit: \$10.09 (being one half of \$20.18, the amount paid by Wm.Pennington), with interest thereon from the 1st day of November, 1899, until payment, said judgment having been rendered by said court at its June term, 1894, and docketed July 3rd, 1894;

(2) The judgment for \$4.13 costs in favor of Geo.T.Crider against J.L.Pennington and M.L.Slemp, rendered by said court at said June term, 1894, and docketed July 3rd, 1894, which judgment is now the property of T.J.Ely, admr. of the said Crider;

(3) The amount due A.N.Pennington, assignee of Wm.Pennington whom the court treats as the assignee of a part of a judgment in favor of W.P.Wood against J.L. & J.D.Pennington, rendered by said court at said June term, 1894, and docketed July 5th, 1894, for the sum of \$132.50 &c., towit: the sum of \$77.39, with interest thereon from the 23rd day of January, 1895, until payment;

[illegible]

Seventh of Order of Priority :

(1) The balance remaining unpaid to H.J.Morgan on a judgment in his favor against J.L., J.D. & Wm.Pennington for the sum of \$1286.65 &c, rendered by Lee circuit court at its November term, 1894, and docketed



December 10th, 1894, to-wit: the sum of \$661.58, with interest thereon from the 9th day of December, 1901, until payment;

(2) The amounts due A.N.Pennington, assignee of Wm.Pennington, subrogated to the rights of H.J.Morgan against said J.L.Pennington on account of payments made by the said Wm.Pennington, who was surety for the said J.L.Pennington, on the judgment last aforesaid, to-wit: \$500.00, with interest thereon from the 9th day of March, 1900, until payment; \$180.00, with interest thereon from the 20th day of August, 1900, until payment; and \$649.54, with interest thereon from the 9th day of December, 1901, until payment;

(3) The judgment in favor of John D.Morgan against said J.L. and Wm.Pennington <sup>and A.M. Brown</sup> for the sum of \$100.00, with interest thereon from the 23rd day of August, 1893, until payment, and \$9.16 costs at law, rendered by said court at said November term, 1894, and docketed Dec.10th 1894;

(4) The judgment in favor of W.P.Zion, Gd., &c. against J.L., J.D. & Wm.Pennington for \$4.63 costs, also rendered at said November term, 1894, and docketed December, 11th, 1894;

(5) The judgment in favor of E.W.Pennington, Comr. against J.L. & J.D.Pennington for the sum of \$4.13 costs, also rendered by said court at said November term, 1894, and docketed September 17th, 1895;

(6) The amount due A.N.Pennington, subrogated to the rights of E.S.Harber on account of payments made by him as surety for said J.L. Pennington to said Harber on a judgment in favor of said Harber against said J.L. & A.N.Pennington for costs on a forthcoming bond, to-wit, the sum of \$4.13;

Eighth in Order of Priority:

The judgment in favor of the plaintiffs, West & Stewart, administrators of the estate of Joseph Ely, deceased, against the said J.L. & Wm.Pennington for the sum of one hundred and thirty-four dollars (\$134.00), with interest thereon from the 5th day of October, 1895, until payment, and \$8.56 costs at law, rendered by Lee circuit court at its November term, 1895, and docketed December 2nd, 1895;



Ninth in Order of Priority:

The amount due Jas. Carter, subrogated to the rights of T.J. Ely, Admr. on account of payment paid by him as surety for said J.L. Pennington on a judgment in favor of said Ely, Admr. against J.L. Pennington, Wm. Johnston, Jas. Carter and Sarah Johnson for the sum of \$81.35 &c. rendered by a justice of the peace on the 5th day of December, 1896, and docketed in Lee County Court Judgment Lien Docket January 18, 1897, to-wit: the sum of \$37.50, with interest thereon from the 21st day of July, 1902, until paid;

Tenth in Order of Priority:

(1) The amounts due A.N. Pennington, subrogated to the rights of the Pennington Gap Bank on account of payments made by him to said Bank, as surety for J.L. Pennington, on a judgment in favor of said Bank against said J.L. J.D. & A.N. Pennington for the sum of ~~\$~~\$150.00 &c. rendered by Lee circuit court at its March term, 1897, and docketed March 22nd, 1897, as follows: \$81.08, with interest thereon from the 3rd day of January, 1899, until payment, and \$108.40, with interest thereon from the 30th day of September, 1899, until payment;

(2) The amount due L.M. Zion, subrogated to the rights of Pennington Gap Bank against said J.L. Pennington on account of payments made by him as co-surety with said J.L. Pennington for J.D. Pennington to said Bank on a judgment in favor of said Bank against the said J.D. & J.L. Pennington and L.M. Zion for the sum of \$300.00 &c., rendered by the said court at said March term, 1897, and docketed March 22nd, 1897, to-wit: the sum of \$189.08 (being one-half of \$378.16 paid by said Zion to said Bank), with interest thereon from the 6th day of November, 1900, until payment;

(3) The balance remaining unpaid to the Pennington Gap Bank on a judgment in favor of the said Bank against J.D., J.L. & A.N. Pennington <sup>and L.M. Zion</sup> for the sum of \$297.20 &c., rendered by the said court at the said November term, 1897, and docketed March 22, 1897, to-wit, the sum of \$119.70, with interest thereon from the 4th day of January, 1902, until payment;

✓ (4) The amounts due A.N. Pennington, subrogated to the rights of



the Pennington Gap Bank on account of payments made by him as co-surety with said J.L.Pennington and L.M.Zion to said Bank on the judgment last aforesaid, one-third of each of the following sums, to-wit: \$9.76, with interest thereon from the 3rd day of January, 1899, until payment; \$9.88, with interest thereon from the 22nd day of March, 1900, until payment; \$48.46, with interest thereon from the 16th day of June, 1900, until payment; \$4.62, with interest thereon from the 13th day of October, 1900, until payment; \$5.10, with interest thereon from the 9th day of November, 1900, until payment; \$66.46 with interest thereon from the 26th day of November, 1900, until payment; \$17.50, with interest thereon from the 27th day of March, 1901, until payment; \$21.00, with interest thereon from the 20th day of November, 1901, until payment; \$2.00, with interest thereon from the 25th day of November, 1901, until payment; \$8.00, with interest thereon from the 4th day of December, 1901, until payment; \$66.76, with interest thereon from the 27th day of December, 1901, until payment; \$9.00, with interest thereon from the 2nd day of January, 1902, until payment; and \$2.00, with interest thereon from the 4th day of January, 1902, until payment;

(5) The judgment in favor of said Pennington Gap Bank against J.L., J.D. & Wm. Pennington for the sum of \$110.02, with interest thereon from the 25th day of September, 1895, until payment, and \$9.16 costs at law, rendered by said court at the said March term, 1897, and docketed March 22, 1897; and

(6) The judgment in favor of W.S. Hurst against said J.L. Pennington for the sum of \$872.08, with interest thereon from the 1st day of May, 1896, until payment, and \$8.36 costs at law, also rendered by the said court at the said March term, 1897, and docketed March 22, 1897;

Eleventh in Order of Priority:

(1) The amount due J.F. Skaggs, A.N. Pennington and R.L. Evans, subrogated to the rights of the Pennington Gap Bank on account of payment by them as sureties for said J.L. Pennington, to the said Bank on a judgment in favor of the said Bank against said J.L. Pennington, J.F. Skaggs, A.N. Pennington, and R.L. Evans for the sum of \$100.00 &c.,



rendered by a justice of the peace for Lee county on the 14th day of April, 1897, and docketed in the Judgment Lien Docket of said county on the 28th day of April, 1897, to-wit: the sum of \$130.54, with interest thereon from the 14th day of January, 1901, until payment;

(2) The amount due J.F.Skaggs, subrogated to the rights of the Pennington Gap Bank on account of payment made by said Skaggs as surety for said J.L.Pennington, to said Bank on a judgment in favor of said Bank against said J.L., Wm., J.D.Pennington and J.F.Skaggs for the sum of \$100.00 &c., also rendered by a justice of the peace <sup>on April 14<sup>th</sup> 1897</sup> and docketed in said Lien Docket on the 28th day of April, 1897, to-wit, the sum of \$130.54, with interest thereon from the 14th day of January, 1901, until payment; and

(3) The judgment in favor of W.S.Hurst against the said J.L. Pennington for the sum of \$50.63, with interest thereon from the 1st day of May, 1896, until payment, and 75¢ costs at law, also rendered by a justice of the peace for said county on the 14th day of April, 1897, and docketed in said Lien Docket on the 28th day of April, 1897;

Twelfth in Order of Priority:

(1) The amount due C.D.Russell, subrogated to the rights of Orr & Blankenship on account of payment by him to them, as cosurety with J.L.Pennington, on a judgment in their favor against said J.D. J.L., & Wm.Pennington and C.D.Russell and Geo.W.Hughes for the sum of \$175.00 &c., to-wit, \$28.83 (being one-third of \$86.50 paid by said Russell to said Orr & Blankenship), with interest thereon from the 20th day of August, 1898, until payment; and

(2) The amount due Geo.W.Hughes, on account of payment made by him to them on the judgment last aforesaid, which was rendered by said Lee Circuit Court at its June term, 1897, and docketed June 26th, 1898, to-wit: \$21.63 (being one-fourth of \$86.50 paid by said Hughes to said Orr & Blankenship thereon), with interest thereon from the 20th day of August, 1898, until payment;

Thirteenth in Order of Priority:

The balance remaining unpaid of a judgment in favor of Wheelands Foundry & Machine Works, a corporation, <sup>against said J.L.Pennington</sup> for the sum of \$1441.88 &c.,



rendered by Lee Circuit Court, on May 5th, 1898, being a judgment by confession in the clerk's office, and docketed on the same day, to-wit: the sum of \$1371.80, with interest thereon from the 20th day of May, 1901, until payment;

Fourteenth in Order of Priority:

The judgment in favor of A.M.Brown against said J.L.Pennington for the sum of \$42.49, with interest thereon from the 1st day of January, 1897, until payment, and 75% costs at law, rendered by a justice of the peace for Lee county, on June 10th, 1898, and docketed on the same day;

Fifteenth in Order of Priority:

The amounts due A.N.Pennington, subrogated to the rights of Mary E.Lanningham, Jennie and Lee Phillipps, on account of payments made by him to them as co-surety with J.L.Pennington for Wm.Pennington on judgments in their favor, respectively, for \$635.98 &c., \$798.88 &c., and \$798.88, &c., respectively, all which judgments were rendered against the said Wm.Pennington, J.L., J.D., and A.N.Pennington and W.J.Mileham, admr. of the estate of J.S.Burgan, sr., deceased, by a decree of the circuit court for Lee County dated November term, 1899, and the two first of which named judgments only were duly docketed as required by law, on the 25th day of November, 1899, to-wit: one-half of 151125/233602 of each of the following sums: \$64.44, with interest thereon from the 12th day of April, 1899, until payment; \$331.89, with interest from December 1st, 1900, until payment; \$151.89 with interest thereon from the 7th day of July, 1901, until payment; \$286.31, with interest thereon from the 23rd day of October, 1901, until payment; \$1000.00, with interest thereon from the 6th day of January, 1902, until payment; \$250.56, with interest thereon from the 17th day of January, 1902, until payment; and \$17.50, with interest thereon from the 6th day of May, 1902, until payment; and

Sixteenth in Order of Priority:

The judgment in favor of the American Stave & Cooperage Co. against said J.L.Pennington for the sum of \$11.06 costs, rendered by Lee County



court, at the September term, 1900, and docketed September 29th, 1900.

And it appearing to the court from the said report of Commissioner Goins that the said 412 acre tract of land in the bill and proceedings in said cause mentioned will not, in five years renting, rent for a sum sufficient to pay the liens against the same, it is therefore further adjudged, ordered and decreed that unless the said liens be paid to the parties entitled thereto as hereinbefore set forth within thirty days from the date of this decree, then it shall be the duty of L.T.Hyatt, who is hereby appointed a Special Commissioner for the purpose, to make sale of the said tract of land, or so much thereof as may be found necessary to satisfy the said liens and pay the costs of this suit and commissions of sale, and said sale may be made either publicly or privately as to the said Commissioner may seem most advantageous. Said sale, if made publicly, shall be made at the front door of the courthouse of Lee County, on a court day, by public auction, to the highest and best bidder. The terms of sale shall be for cash in hand a sum sufficient to pay the costs of suit and ~~commissions of sale and the lien first adjudged against the said land,~~ *and one third of the amount bid* and as to the residue, on a credit of one and two years time, in equal installments, and the said commissioner will require the purchaser to execute notes with approved security for the deferred payments, and will also retain the title to the said land as a further security for said deferred payments. And no sale shall be made hereunder until the same shall have been advertised for at least thirty days prior thereto by posting written or printed notices thereof (which notices shall state the time and terms of sale, and, if a public sale, the place thereof), one of which notices shall be posted at the front door of the Court-house of Lee County, another at some public place in the town of Pennington Gap, ~~and~~ another at some public place in the neighborhood where the said land lies, and others at such other places as the commissioner shall deem necessary and proper. But before proceeding to execute this decree, the said commissioner shall execute a bond before the clerk of this court, with approved security, in the sum of twelve thousand dollars, conditioned as required by law. The



-11-

said Commissioner will report his actions hereunder to some future term of the court.

And the cause is continued.

100-01617-113



West & Stewart, Advers

v. { In Chancery.

J. L. Pennington et al

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Decree for Sale.

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Ent. Co B. 7 P. 257.

Enter this decree  
Mch 9, 1903.

H. C. W. Sherr



The Deposition of Henry Blevins taken before me Le. E. Cook a notary public in and for the County of Lee and State aforesaid, by agreement between the parties, at the law office of R.L. Pennington, in the town of Jonesville, Va., on the 7th day of March, 1902, to be read as evidence on the behalf of H.Z. Parsons in a certain suit in chancery pending in the Circuit Court for Lee County wherein West and Steward Adams are plaintiffs and the said H.Z. Parsons et al are defendants.

Present: L.T. Hyatt for the Plaintiffs,

R.L. Pennington for the said Defendants.

Henry Blevins, a witness of lawful age being first duly sworn deposes and says:

Ques. 1. State you age, residence and occupation.

Ans. Age 31, reside at Delclisure in Lee Co., Va., farming and laborer.

Ques. 2. Were you acquainted with M.C. Parsons in his life time?

Ans. Yes. I had known him 12 years or more.

Ques. 3. Are you acquainted with Henry Nicol?

Ans. I am not very well acquainted with him.

Ques. State whether or not you ever heard a conversation between the said M.C. Parsons and Henry Nicol regarding the trade in some lands in which the Elk Knob place and the J.L. Pennington land was brought in question, if so, state just what was said in regard to the matter?

Objection.- The foregoing question is objected to because the trade between said Nicol and Parsons was reduced to writing and a copy of the contract between them is filed in this cause and is the best evidence.

L.T. Hyatt.

Ans. At Price's store, in Pennington Gap, about the year, 1894, in the fall of that year I think, Mr. Parsons and Mr. Nickle were there doing some writing ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~, I heard Nickle ask Parsons if he would release the land off of the the J.L. Pennington tract of land as he had the W.A. Parsons land, and Mr. Parsons told him "No be God he would release nothing, that he would hold it on both" they also said that Mr. Parsons and J.L. Pennington was recanting



their trade, and that he was buying J.L. Penningtons home track back for him again.

Ques. Did Nicol on that occasion say any thing to Parsons about his releasing the debt which he had <sup>was</sup> agisnt Mallett, and considering it paid, if so State what it was?

Objected to becuae leading and sugestive.

L.T. Hyatt.

Ans. He said he would hold the leins on both places untill the Mallett debt was paid, was my understanding.

Cross Examination.

Ques. On what day of the week did this take place if you remember?

Ans. I do not remember what day of the week it was.

Ques. In what month did it take place if you remeber?.

Ans. I believe that it was in October.

Ques. Wat makes you think it was in Oct.

Ans, Because I think it was about October, and I have heard others say since that it was in October.

Ques. Who did the writing?

Ans. I do not remember, but I think that it was Nickel, It seems to me that he was doing the writing.

Ques. Where did they get the paper?

Ans. I do not know, they might have got in the store and might have gxtbrought it with them, I know they had about a quart of red whiskey and I was paying more attention to that.

Ques. Did you drink any of the red whiskey.

Ans. No they did not offer me any of it.

Ques. How do you know it was whiskey?

Ans. It looked to me like whisky and I supposed that it was.

Qes. Who else was present on that occasion?

Ans. John Delclisure, Parsons, Nickel, Price, I think, (French Price)

Ques. Was a stock of goods kept in there at that time?

Ans. There was some goods in the store, but I do not know whose they were but I supposed they were his.

Ques. Do you <sup>know</sup> a man by the name of H.N. Mitchels?

Ans. I do not .



Ques. What lien was it that Nickle asked Parsons to release off of the J.L.Pennington tract of land.

Ans. Nickle just asked Parsons if he would release the lein off of the J.L.Pennington tract of land ~~xxxxxxxxxxx~~ as he had the W.A. Parsons land bound, and he said no he would release no hing, and I do not know what lein or deby was meant.

Qes. Did you see the said Parsons and the said Nickol sign the saie writing?

Ans. I did not.

Ques. Where were you when said writing was signed if signed?

Ans. I do not know the writing was signed or not.

Ques. Did you leave the place where the writing was done before it was signed?

Ans. They did not sign the writing while I was in there that day, that I was in there several time x day.

Ques. What time in the day was said writing was done?

Ans. I do not know, but I think it was before 12 O'clock.

Ques. Did you heard the writing read over after it was written?

Ans. No I did not.

Ques. Was the bottle of whiskey produced before or a ter the writing was done?

Ans. I do not know which, I remember Nickol taking a bottle out of his saddle pockets, but I do not remeber whether it was before of after the writing.

Ques. In answer to your question 3 in your examination in chief you say that Mr.Parsons said or rather they said that Mr.Parsons and J. L.Pennington were recanting teir trade, what trade did they refer to?

Ans. I do not know what trade it was.

Qes. What was said Parsons to get back by recanting.

Ans. He said there that he was recating and was to get back J.L. Penningtons home track for him.

Ques.

What was J.L.Pennington to get back there by recanting?

Ans. My understnding was that by saying the home tract that it was a tract which he had owned before that.

Ques. What was Parsons getting from said Pennington for said home



tract?

Ans. I do not know.

Ques. What contract or trade were Mr. Parsons or Mr. Nickel talking about on that occasion?

Ans. I could not tell, I was not paying much attention to it and did not try to find out about it.

Ques. What lein was it if you understood that Nickel asked Parsons to release?

Ans. I understood it to be a lein on the ~~WzazEzzzzzzz~~ J.L. Pennington tract of land the way they spoke it.

Ques. How long have you been living at the place where you now live?

Ans. I have been living around in this country about 18 years?

Ques. Where were you born and raised?

I was born and raised in Harlan Co., Ky.

Ques. When did you first come to Lee County Va.?

Ans. About thirteen years ago, and have been most of the time in Lee County.

Ques. Are you a married or single man?

Ans. I am single now, my wife is dead.

Ques. Do you remember any thing else that was said on the occasion referred to?

Ans. I do not remember any thing <sup>else</sup> now.

Ques. Can you explain why it is that you can remember the particular question that Nickel asked Parsons and Parsons, answer and can not remember any thing else that was said on that occasion?

Ans. ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ I heard that conversation and did not pay much attention to what was said, I never expected that any thing would be said about it.

Ques. At whose request did you come here to give your deposition?

Ans. H. Z. Parsons.

Ques. How did Mr. Parsons know you knew any thing about the case?

Ans. Mr. Parsons and I were talking about the case and I told him what I heard and he said that he believed I would make a good witness for him and that he would have my deposition taken.



And further this witness aith not.

*Witness 1 Day - 50¢ Henry Blevins*  
*paid by H. G. Parsons -*

Virginia Lee County to wit:

I C.E.Couk, a Notary Public in and for the County and State aforesaid do hereby certify that the foregoing deposition of Henry Blevins was duly taken, sworn to and subscribed to before me at the time and place and for the purpose in the caption mentioned Given under my hand this the 7th day of March, 1902.

*C. E. Couk* N.P.



H. J. Parsons

also  $\frac{3}{4}$  Depositions

Not & Stewart Allen.

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Received from C. E. Leach  
the Notary Public before  
whom taken and filed  
March 7th 1902

A. B. Munnay clerk

Wm. B. Leach

A. P. --- 100

Wick. --- 50

200



The depositions of W. L. Crusenberry & others  
taken without notice, pursuant to agreement, at the office of E.W. Pennington in Pennington Gap, Va. on the 21st day of February, 1902, before me, Geo. P. Cridlin, a notary public in and for the County of Lee and state of Virginia, to be read as evidence in behalf of the defendant, Henry Z. Parsons, in a certain suit in chancery now pending in the Circuit Court of Lee County, Virginia, wherein West & Stewart admrs. &c are plaintiffs and J.L. Pennington and others are defendants.

Present E.W. Pennington, attorney for said Parsons, and

L.T. Hyatt, attorney for plaintiff and cross complainants.

Q.1.- - W.L. Crusenberry a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Give your name, age and residence?

A.-- W.L. Crusenberry, I live in the Pocket Country, Lee County, Virginia, and I am 49 years old.

Q.2.- Are you acquainted with John L. Pennington and were you acquainted with M.C. Parsons in his life time.

A.-- I am acquainted with said Pennington and I was acquainted with said Parsons during his life time.

Q.3.-- State if you ever heard John L. Pennington at any place say anything concerning the trade made between him and M.C. Parsons concerning the Wm. A. Parsons 412 acre tract of land; if so, state where and when and what it was he did say?

Obj.-- If it is intended by this question to <sup>ask</sup> anything about the trade whereby Parsons sold said land to said Pennington, it is objected to because said contract is in writing and is the best evidence; if it is intended by the question to ask about the contract



whereby Pennington sold said tract of land back to ~~Parsons~~, it is objected to because res adjudicata, having been settled in the suit of J.L.Pennington vs. Ellen Jessee et al and other causes heard therewith.

L. T. Hyatt Atty.

~~h~~

A.-- I heard him say something twice about said trade, the trade they had made in the exchange of lands, as I understood it. He said he had let the trade fall through. He said both times about the same thing. One time was at J.D.Pennington's saw and planing mill and one time at the grist mill now owned by J.D.Russell in Pennington Gap. Both these conversations occurred in either 1895 or 1896, am not certain whether it was before or after the death of M. C.Parsons, but I think it was after his death.

Q.4.-- If you remember state to whom he was talking?

A.-- I do not remember. There were some three or four parties present--and I don't know to whom he was talking outside of myself.

Q5.-- If he said what was the result letting the trade fall through with reference to the 412 acre tract, please tell what he said if anything?

A.-- He said by letting it fall through with he got back his home place.

Q6.-- What tract of land did you understand to be his home place.

A.-- It was the place he was living on, the land which I have understood he had sold to Mallett, and it was not the 412 acre tract, he had never moved off of his home tract. He was living on and moving the <sup>timber</sup> ~~time~~ off of his home tract at the time I heard these conversations.



## CROSS EXAMINATION.

X .Q.1.-- In your answer to question thr~~ee~~ee you speak of an exchange of lands. What exchange do you refer to?

A.-- The exchange between him and M.C.Parsons.

X .Q.2.2~~2~~ Of what?

A.-- Exchange of the lands which he let Mallett/have to that that we called the William A. Parsons tract.

Re Exam~~i~~nation.

Q.1.-- If said John L. Pennington at either time you heard him talking said anything about recanting any trade, state ~~hat~~ what he said?

Obj.- This question is objected to because it should have ben asked on exam~~i~~nation in chief, and because leading and suggestive.

L.T.Hyatt, Atty.

A. -- He did not say anything about recanting, he simply said he had let the trade fall throug~~h~~ht, and I took it for granted that that was what he meant by it.

And further this de~~p~~<sup>o</sup>nent saith not.

W L. Lemenberry.

*Wit. 1 day 50¢  
Paid by W. Z. Parsons.*

J.F.Witt another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Give your name, age, and place of residence.

A.-- J.F. Witt, am 34 years old, I live in the Pocket Countr~~y~~y in Lee County, Virginia.

Q.2.-- Were you acquainted with M. C.Parsons in his life time and are you acquainted ~~w~~ith John L, Penn~~n~~ngton.

A.-- I was acqu~~a~~ainted with Mr. Parsons to some extent, and I have been quite well acquainted ~~w~~ith Mr. Pennington since I was a small



boy.

Q 3. If you ever heard John L. Pennington say anything concerning any trade between himself and M. C. Parsons wherein he had sold M.C. Parsons his Mallett debt and Parsons had sold him the William A. Parsons 412 acre tract of land, state as near as you can what he said and when and where it was as well as you remember?

Obj. -- This question is objected to because the contract referred to is in writing, and a copy of the same is filed with the plaintiffs bill in this case, and is the best evidence.

L.T. Hyatt Atty.

A.-- My recollection is that I heard John L. Pennington say on the home place, I don't remember the exact time, but my recollection is that it was before Mr. Parsons died, that he and Mr. Parsons had recanted their trade, and he said that he had got his home place back and he also had let Mr. Parsons have his Mallett notes, and he told me another fellow who was working for him, to go ahead and make all the staves we could and to keep this as a kind of a secret between ourselves; said that if it was known that he was making and getting the staves off of the home place that it wouldn't be allowed that there were some judgments against him, and he said for us to go ahead and if they did come and stop us at any time, that he had other places on the farm where we could go to work at the staves. I believe that is about the amount of what I heard him say.

Obj.-- The foregoing answer is objected to because *irrelevant and immaterial*; also because the matter is *res adjudicata* as stated in objection to question three in the deposition of W.L. Criesenberry.

L.T. Hyatt, Atty.

Q.4. -- When said John L. Pennington told you that he and said Parsons



had recanted their trade, please tell what trade he was talking about?

A. -- The trade that I understood from his talk was about the home place where Pennington lived and the 412 acre tract. The reason why I understood this is because he mentioned the home place, and that he was getting it back.

Q. 5. -- State whether you ever heard said John L. Pennington say anything about buying any timber from off of said 412 acre tract of land, if so from whom did he say he bought it?

Obj.-- Objected to because irrelevant and immaterial.

L.T. Hyatt, Atty.

A.-- I heard him say that he bought the timber off of the land from M.C.Parsons. This timber was included in a bunch of 1000 trees that he said he had bought from Parsons. William A.Parsons was in possession of said land and living on it at the time he said he said he had bought said timber from the said 412 acre tract.

#### CROSS EXAMINATION.

X.Q. 1. --At the time M.C. Parsons sold J,L.Pennington the timber on the 412 acres, <sup>who</sup> ~~he~~ then owned the said tract of land?

A.-- I understood that Mr. William A.Parsons owned it, he lived on it.

X.Q 2. -- In your answer to question 3 in your examination in chief. you state that John L. Pennington told you that he and M.C.Parsons had recanted their trade, and he had got back his home place. What trade was it that they recanted as you understood it?

A.-- It was this land trade. I understood that they had made a land swap concerning the William A.Parsons tract.

X. Q 3.-- What did M.C.Parsons get by the trade as you understood it

A.-- I understood he got this Mallettland or the home place, by



the first trade, and then I understodd that John L. Pennington got his home place back by the recantation.

X.Q.3.-- Then it is your understanding is it that M. Parsons tradd John L. Pennington the 412 acre tract for the John L. Pennington home place of Mallett land, and that they afterwards recanted that trade and Parsons got the 412 acres back and Pennington his home place back, ~~is it~~?

A.-- My understanding about it is that John L. Pennington traded the Mallett land to Parsons for the 412 acre tract, that they afterwards recanted and that John L. Pennington got the Home place or Mallett land back, and that Parsons got the 412 acre tract back and the Mallett notes.

X.Q. 4. -- I will ask you to study about the matter and then say if John L. Pennington did not at first trade Parsons the Mallett lien for the 412 acre tract of land?

A.-- I did not hear him say so.

X.Q4.-- You speak above of Pennington letting Parsons have the Mallett notes. Did you understand what Parsons gave him for said notes?

A. -- I don't know. He spoke, in the conversation about the recantation about letting Mr. Parsons have the Mallett notes, but I don't remember of John telling me what he got for them.

And further this deponent saith not.

*Wit 1 day 50¢  
Paid by H. S. Parsons*

*J. F. Swift*  
.....

E.S. Stapleton, another witness of lawful age being duly sworn, deposes as follows:

Q.1.-- Please give you are and residence.

A.- I am 43 years old, live in Lee County in the Pocket country.

Q.2.-- Are you acquainted with John L. Pennington, if so how long



have you known him?

A. -- I do know him, I have known him for years, ever since I was a boy.

Q. 3.-- State if you ever heard John L. Pennington say anything about any trade made between himself and M.C. Parsons concerning the Mallett debts, and the William A. Parsons 412 acre tract of land, if so state what he said and when and where it was, as well as you remember?

Obj.-- The foregoing question is objected to because said contract is in writing, is not claimed to be ambiguous and the said writing is the best evidence and cannot be varied by parol statements of the parties thereto, and further because any statement made by John L. Pennington in regard thereto would be hearsay.

L.T. Hyatt, Atty.

A.-- Up on Straight creek where John L. Pennington lived I heard Mr. Pennington say that <sup>he and Mr. Parsons</sup> ~~Mr. Parsons~~ was going to recant the trade on the land, was the way I understood it. He said that by doing that he thought he could save the home place, And I believe he said that <sup>if</sup> other debts would hold up on him. ~~he~~ could save the home place. I can't state the day when he said this to me, but it was in the year 1897

# CROSS EXAMINATION.

X. Q1.-- What <sup>trade</sup> ~~trade~~ was it said Pennington said that <sup>he +</sup> Mr. Parsons was going to recant, if you understood?

A.-- It was the M.C. Parsons land the way I understood it. There was something said about Mallett but I am not positive what it was.

X. Q2. Please state what said Pennington was to get by recanting it if you understood?



A.-- There was something said about Mallett notes as well as I r recollect.

X.Q.3.-- What was Parsons to get back?

A.-- I don't know as he said.

X.Q. 4.-- Your were deputy Sheriff at that time were you not; and had some executions in our hands against John L. Pennington, and was after him to collect them, and that is the way the conversation came up was it not?

A.-- That is the way of it.

X.Q 5.-- From his talk you understood did you not, that he had gotten his home place back and thought he could save it from being sold if some of his creditors would give him time?

A.- Yes sir, that is the way I understood it.

X.Q.6.-- In that conversation was the 412 acre tract mentioned, that you remember?

A.-- It was mentioned.

X.Q.7.-- Did not John L. Pennington say that he had let ~~him~~ <sup>M. C. Parsons</sup> have that tract back?

A.-- I don't recollect that he told me that. The word recant was used but I don't recollect of his telling me that.

X.Q.8. -- Are you well acquainted with the John L. Pennington home place or the 1165 acre Mallett tract of land?

A.-- I have ~~been~~ been over the land right smart and am pretty well acquainted with it.

X.Q9-- Did you ever hear that John L. Pennington had sold said land to C.E. Mallett?

A.-- I have heard of it.

X.Q. 10.- To whom, if you know, did said Mallett sell said land?

A.-- I dodn't know that I know.



X.11. From, whom, if you know, did John L. Pennington get it back

A.-- I don't know.

And further this deponent saith not.

E. J. Stapleton

*Wit 1 day 50¢  
Paid by A. J. Parsons*

Louis Stapleton, another witness of lawful age being duly sworn deposes as follows:

Q. 1.-- Please state your name, ~~age~~ place of residence and occupation?

*Louis Stapleton*

A.-- I reside in the Pocket Country Lee County Virginia, and am a farmer.

Q. 2.-- Do you remember William A. Parsons selling to M. C. Parsons a tract of 412 acres of land in the pocket Country?

A.-- I do.

Q. 3.-- State whether or not said William A. Parsons <sup>before</sup> ~~before~~ he sold the said 412 acres tract to said M. C. Parsons, sold the timber off of said land, if so to whom?

Obj.-- Objected to as immaterial.

L. T. Hyatt, Atty.

A. -- He did sell said timber before he sold said land to M. C. Parsons, and sold said timber to M. C. Parsons.

Q. 4. -- Who logged said timber from off of said land and state whether it was logged before or after said W. A. Parsons sold the land to M. C. Parsons.

A.-- As I understood it the logging was done by John L. Pennington's employees. As I recollect said logging was done before said sale of the land.

Obj.-- The foregoing question and answer thereto is objected to because immaterial.

L. T. Hyatt, Atty.



Q.5. -- Was said William A. Parsons living on said land while the timber was being logged on the same?

A.-- He was.

Q.6.-- How long did said W.A. Parsons live on said 412 acre tract after he had sold the same to said M. C. Parsons?

A.-- He live there something like a year. I don't remember exactly how long, but something like a year if not longer.

Q.7.-- When did said John L. Pennington or his employees begin logging said timber off of said land.?

A.-- I don't know when the logging was <sup>begin</sup> ~~done~~, but it is my recollection that some of the sawing of said logs was done in 1892, that is the way I have got it.

Q.8. - Are you acquainted with John L. Pennington, if so how long have you known him?

A.-- I do know him have known him for twenty years or more.

Q.8. -- State whether John L. Pennington ever had any possession of said 412 acre tract other than to do the logging from off the same as before detailed by you?

Obj.-- This question is objected to as immaterial and because it asks for a conclusion of law.

L.T. Hyatt. Atty.

A.-- I never know it if he did. I lived on the land up till March after William A. Parsons sold it to M.C. Parsons, if he ever had possession of the same it was after that date so far as I know. If he ever did have any I don't know it.

And further this deponent saith not.

*with 1 day 50 ¢  
Paid by M. C. Parsons*

*Louis. Stapleton*



H. J. Parsons  
Ads { Depos.  
West & Stewart Admrs.

Depos. of  
W. H. Crusebury  
J. F. Witt  
E. S. Stapleton.  
Louis Stapleton.

Cost. with. \$2.00

Paid by H. J. Parsons.

Received from Geo. P.  
Liddin the N.P. before  
whom taken and  
filed Feb'y 22<sup>nd</sup> 1902  
A. B. Munsey Clerk.

Cost. Liddin, N.P. fee \$3.00



Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County aforesaid in the State of Virginia, do certify that the foregoing depositions of W.L.Crusenberry, J.F.Witt, E.S.Stapleton and Louis Stapleton were taken, subscribed and sworn to before me at the time, place and for the purpose in the caption mentioned.

Given under my hand this the 22nd day of February, 1902.

Geo. P. Cridlin N.P.



Stewart & West adms. }  
vs. } In Chancery.  
H. J. Parsons et al

The depositions of Wm R. Johnson  
Emmett S. Mauness

taken by consent of H. J. Par-  
sons and Stewart & West adms  
re by L. S. Hyatt atty. for said  
Stewart & West adms re  
at the law office of E. H. Punnington  
in the town of Punnington Gap, Va  
on the 13<sup>th</sup> day of February  
1902, to be read as evidence  
in behalf of Henry J. Parsons  
in a certain suit in Chancery  
now pending in the circuit  
court for the County, wherein  
the said Stewart & West adms re  
are plaintiffs and said Henry  
J. Parsons et al are defendants:  
Present E. H. Punnington atty for H. J. Parsons  
" L. S. Hyatt " "

W. R. Johnson a witness of  
lawful age after being duly  
sworn deposes as follows:

Ques. 1 Give your name, age, resi-  
dence and occupation.



Ans. - I am 56 years of age, reside ~~at~~ in Pocket Lee County but am now logging in Ky.

Ques. 2 So you know John S. Pennington, and did you know M. C. Parsons in his lifetime?

Ans. - Yes sir.

Ques. 3 Are you acquainted with what is known in this suit as the John S. Pennington - Mallitt 1165 acre tract of land, and also that tract known in this suit as the 412 acre ~~Wm~~ A. Parsons tract?

Ans. - I am acquainted with both tracts, have some knowledge of them.

Ques. 4 State, if you know whether said J. S. Pennington ever had possession in his own right, or lived on at any time said 412 acre tract of land, or any part of the same?

Ans. I don't think that he ever did.  
Question and answer objected to as immaterial

L. J. Hyatt for plffs.

Ques. 5 Did said J. S. Pennington



ever do any work on said 412  
acre tract of land if so  
when, and what work he  
did.

Obj. - Objected to as immaterial  
L.T. Nyatt, Atty for plffs.

Ans. - He did or had done some log-  
ging on it. It was in the win-  
ter of 1893-1894, that is the work  
was finished by me for John L.  
Pennington that winter. The  
work had been begun from  
one to two years before that

Ans. 7 For whom was said J. L.  
Pennington <sup>getting</sup> the timber off of said  
412 acre tract, and under what  
agreement if you ever heard  
said Pennington say or said  
M. C. Parsons say in said  
J. L. Pennington's presence.

Ans. He was getting the timber off  
for M. C. Parsons if I understood  
it right. I got my understand-  
ing from both of said Parsons  
& Pennington.

Obj. - Objected to because immaterial  
L.T. Nyatt for plffs.



Ques. 8.

Do you remember of hearing of M. C. Parsons selling to Henry Nicoll his "Knob" farm, and buying from the Pocket Company through Nicoll the 1165 acre tract of land mentioned in this suit?

Ans. -

Yes, I think I do. I heard this in the fall before the death of M. C. Parsons, is my recollection.

Ques. 9

State whether before M. C. Parsons died you heard of M. C. Parsons buying from J. L. Punnington what is known in this suit the Mattett \$8820. debt, and he selling to J. L. Punnington as part payment of on the said debt, the <sup>of land</sup> ~~the~~ M. C. Parson's 412 acre tract? <sup>from whom</sup> If so, did you get your first information of this fact?

Ans. -

I heard of them making some trade and Parsons getting the \$8820 Mattett debt, but I don't think I ever heard of John L. getting the 412 acre tract of land.

Ques. 10

Along about the time you heard of said M. C. Parsons,



selling to Nicoll his "Knob"  
farm, and buying the 1165  
acre tract, <sup>did</sup> you ever hear of  
J. L. Pennington say any-  
thing about what disposition  
if any, was to be made be-  
tween him and M. C. Parsons  
of the trade concerning the 412  
acre tract of land?

Obj. Objected to because immaterial  
and because the matter is res-  
adjudicata, having been settled  
by compromise decree in case of  
J. L. Pennington vs. Ellen Jesse et  
al.

L. J. Hyatt for plffs.

Ans. - I don't remember so well what  
was said about the 412 acre  
tract as I do about the other  
that is the 1165 acre tract.  
The best information I could  
get was that Parsons was  
trading so that J. L. Pennington  
could get and keep the 1165  
acre tract. I got my infor-  
mation from conversations  
with both parties. The idea I  
got was that they were just  
to let the trade about the 412



acre tract fall through, they would just let that drop. M. C. Parsons was to get the timber off the 1165-acre tract at \$4<sup>00</sup> per thousand on the Mallet debt was my understanding.

Obj:— Any statements made by M. C. Parsons to witness in his own interest and against the interest of John L. Pennington are objected to as self-serving declarations unless made in the presence of J. L. Pennington.

L. F. Hyatt, for creditors.

Ques. 11. Did you ever hear J. L. Pennington say or M. C. Parsons say in J. L. Pennington's presence, how much John L. Pennington would owe said Parsons, by letting their tract about the 412 acre tract drop or fall through? If so, how much?

Ans. — I heard M. C. Parsons speak of that but not in J. L. Pennington's presence.

Ques. 12. Did you not yourself do a good deal of logging



off of the 1165 acre tract of  
land, if so for whom, and  
when did you begin such  
logging?

Ans. I did, for M. C. Parsons. I be-  
gan in the fall of '94 to the best  
of my recollection, about the mid-  
dle of October of that year.

### X Examination

Ques. 1 by L. J. Hyatt atty for  
Comptts & cross-comptts. =

Did not M. C. Parsons em-  
ploy and make a contract with  
you to log for him the poplar,  
cucumber and ash timber on  
the 1165-acre tract immediately  
after his trade with Henry Mc-  
Coll?

Ans. It was close to the time that  
McCull ~~sold~~ bought the "Knob"  
farm that I contracted with  
said Parsons in regard to said  
timber. Parsons was to first  
pay me \$4<sup>00</sup> per thousand feet for  
stumpage, and I was to log  
and deliver it to the railroad  
for so much per thousand feet.



Ques. 2 for same. - At the time M. C. Parsons made said contract with you in regard to said timber on said 1165 tract of land, did he claim that he owned said tract?

Ans. I don't think he claimed to own said tract of land. He only claimed to own the said timber on said land.

Ques. At the time you and said M. C. Parsons made said contract in regard to said timber, I will ask you if you and he did not make an estimate of the amount of timber standing on said land; and if so at how much did you estimate it?

Ans. I don't think we made any estimate, but I suppose there had been an estimate of it made for I think he said that he supposed there was about 1,000,000 feet on said land of said timbers.

Ques. Aside from the poplar, cucumber and ash, was there not large quantities of other good and valuable timber standing on said



1165-acre tract?

Ans.

There was.

Ques.

Is it not a fact that you had begun to log the timber on said 1165-acre tract and had a considerable quantity yarded before John L. Pennington and M. C. Parsons finally closed their deal in regard to said land, and that they finally traded at one of the log yards you were working at?

Ans.

I don't remember it if I had any logged & yarded before J. L. Pennington & Parsons finally closed their deal; nor do I remember of them closing it at a log yard that I was working at. I think they must have closed it before for Parsons was to have \$4<sup>00</sup> for m. fuel to pay him out.

~~Ans.~~

Ques.

Do you not remember hearing them talk of said Trade on one of your log yards?

Ans.

No.

Ques.

When you say above that they must have made their Trade



before you did any logging because Parsons was to have \$4<sup>00</sup> per M to pay him out, this is a mere conclusion of your own is it not?

Ans. I had heard both Huntington & Parsons talk about the matter before I took from Parsons, the logging contract; and when I closed with Parsons I supposed from what I had heard <sup>both</sup> them say, they had had the deal between themselves closed.

Ques. If Parsons owned the 1165 acre tract at the time he contracted with you, he would have had a right to have contracted the logging to you would he not?

Objected to because asking the witnesses a legal question, that is a question of law. The deft. admits if he had owned the land & timber on the land without any other claims on it, he would have had a right to sold the timber.

E. H. Huntington for Parsons.

Ans. I suppose so



Ques. - Your recollection is not very distinct in regard to these matters is it?

Ans. Some is distinct and some not.

Re Ex

Ques. 1 Under the contract made with Parsons for logging off of said 1165 acre tract, how much did you take off the land?

Ans. - ~~664,000~~ 646,000 feet log measure is my best recollection

Ques. 2 Did any other person take and log any timber off of said 1165 acre tract of land, after you made your contract with said Parsons? If so, who, and about how much?

Ans. John P. Pennington managed some way that he took the timber off the land about his house - I should guess he took off from 100,000 to 200,000 feet, probably more. This is only a guess.

And further witness saith not.

Wm R Johnston



~~Emmett L. Marshall~~ a witness  
of lawful age, after being  
duly sworn deposes as fol-  
lows:

Ques. 1 Give your age, residence  
and occupation?

Ans. - I am 23 years old, live in the  
Pocket in Lee County, Va., and am  
a farmer.

Ques. 2 Are you acquainted with John  
L. Purnington? If so, how long  
have you known him?

Ans. I am acquainted with him,  
have known him ever since I  
have known anybody most.

Ques. 3 State whether at any time  
you ever heard said John L.  
Purnington say any thing about  
any trade between himself and  
M. C. Parsons concerning what  
is known in this suit as the  
412 acre H<sup>on</sup> A. Parsons tract  
of land? If so, state what he  
said?

Ans. - This last fall a year ago on  
Straight Creek, at a coal bank  
where he was at work, we were  
talking about the home, or Mattell



tract. He said that there would never be any trouble about that, but that about the 412 acre tract there would be trouble; that he and Parsons had re-  
 counted their trade; that he could hold it all, but he did not think it was right; he said there was no writings drawn between him and M.C. Parsons, and for that reason he could hold both pieces. He said a man by the name of Wright ~~at~~ had found a title bond recorded at Louisville for the 412 acre tract, and asked him why he did not go ahead and law and hold the land. He said he did not think it was right for him to do so. I do not remember <sup>anything else being said.</sup>

Obj:

The foregoing is objected to as immaterial. This matter is res-  
 adjudicata, having been settled in suit of J. L. Pennington vs Ellen Jesse & cases heard therewith.

L. T. Nyant for creditors.

Ans.

In this conversation, to refresh your memory, did not said Penning say in addition to saying that



he and Parsons had meanted  
their trade about the 4 1/2 acre  
tract of land that he by it  
got back his old home place,  
that is the 1165 acre tract?

and that the reason he could  
hold both tracts Parsons was  
dead and there was no writing  
between them about having  
meanted their trade, and as  
Parsons was dead they  
could not prove that they  
had meanted.

Ans. Objected to ~~because~~ for same  
reasons stated in last objection  
above, and because leading.

Ans. Yes sir, he had about that  
talk.

And further this witness saith  
not. Emmet, L. Mawer

witness claiming  
one day 50 cts  
Paid by H. J.  
Parsons.

We agree that the foregoing depo-  
sitions may be read without cer-  
tificate of officer, if otherwise ad-  
missible, and that the witnesses  
were duly sworn.

L. J. Hyatt atty for creditors.  
E. H. Pennington " " H. J. Parsons



H. R. Johnson  
E. L. Mearns

H. J. Parsons  
Advs. & Depos.  
West & Stewart.  
Advs. re stat.

---

Filed Feb 22<sup>nd</sup> 1902

A. B. Munsey Clerk

no. 1



The depositions of H. H. Mitchell  
taken, before me P. F. Stillings  
a notary public in and for  
the county of Laurel and State  
of Ky. at the store house of  
of said Mitchell in the town  
of Sandan in said county  
and State by agreement  
on the 18<sup>th</sup> day of April, 1902  
to be read as evidence in be-  
half of St. J. Parsons, in  
a certain chancery suit  
now pending in the circuit  
court for said county, Va.,  
wherein said Parsons and  
others are defendants and  
Stewart & West Adams &c  
are ~~also~~ plaintiffs.  
Present W. H. Pennington atty  
for said St. J. Parsons; and  
L. J. Hyatt atty. for said Stewart  
& West & Cross Comps.  
...

Ques. 1 Give your name, age  
and residence.

Ans. I am fifty four years of age reside  
at Loudon, Tenn. and copy and in  
H. H. Mitchell

Ques. 2 Did you ever live in Pen-  
nington Ga. Va., if so about  
how long did you live there?



Ans. Yes I did live there close to three  
years and  
ques. 3 While you lived in Pen-  
nington Gaps Va., did you  
conduct any business at the  
P. F. Price store-house in said  
town?

Ans. Yes Sir I did.  
ques. 4 While you were conducting  
your business at said Price  
store house in Pennington Gaps, Va.,  
did you know M. C. Par-  
sons and Henry Nicoll?

Ans. Yes Sir.  
ques. 5 While you were conducting  
your business at the P. F. Price  
store house in Pennington Gaps,  
do you remember said M. C.  
Parsons and Henry Nicoll  
making a contract, whereby  
Parsons sold to Nicoll  
his Elk Knob farm, and  
in part payment thereon  
Nicoll sold to Parsons a  
tract of 1165 acres of land  
lying in the Pocket County?

Obj. - Objected to because leading and  
suggestive, immaterial and irrelevant,  
and because it assumes as facts,  
things which are not facts.

L. T. Nyatt, for plffs.

Ans. Yes I was there.



ques. 6

~~At~~ At the time and while said Parsons and Nicoll were talking about trading with one another state whether at any time said Parsons told Nicoll he held a lien against the Pockett 1165 acre tract of land, which he had in some way bought from J. L. Summington.

Obj. -

This question is objected to (1) because leading; (2) because immaterial; (3) because the contract is in writing and is the best evidence; (4) because any statements made by the parties before the consummation of the contract then became merged -

L. P. Hyatt, for Plffs.

Ans  
ques. 7

yes While said Nicoll & Parsons were talking about said land trade, state whether on that occasion Nicoll asked Parsons if he took from Parsons the Elk Knob farm and let him have the 1165 acre Pockett tract of land, he would release his debt on the 1165 acre tract, and count it paid? If so, what if any <sup>thing</sup> did Parsons say to Nicoll in answer to his question?

Obj. -

The foregoing question is objected to because leading and suggest-



L. J. Hyatt for Jeff.

Ques. 8 Has there any paper signed on that occasion by Parsons or Nicol concerning their trade?

Ans, They were here there signing some paper but I don't know what it was, John Selclism witnessed it on that occasion.

✓ Examination.

Ques. - You were running a store there and this talk was had in your store?

Ans <sup>y 20.</sup>  
Ques. 2. The contract was reduced to



5

writing and signed by the parties was it not?

Ans. yes Sir.

Ques. 3. Was the talk you have detailed had before or after the contract was signed?

Ans. - It was before.

Ques. 4. What trade was it that said parties made on that occasion, if you know?

Ans. Swapping farms I think Pocket tract to the Knob farm.

Ques. 5. Who owned the Knob tract before the trade, if you understood?

Ans. Nicoll I sup. Parsons I suppose.

Ques. 6. - How much, if you understood, was Parsons to have for the "Knob" farm; and how much was he to give for the "Pocket" tract?

Ans. I could not say, it seemed that there was right & wrong between them.

Ques. 7. Did Henry Nicoll claim to own the "Pocket" tract on that occasion; or did he claim that the legal title was in The Pocket Company, and only agree to procure a conveyance by the Pocket Company to said Parsons?

Ans. 8. If this question is intended to prove any thing other than what the title papers prove this question is objected to, because the title papers



is the best evidence, and  
the written contract between said  
Parsons & Hical is in existence  
and is also the best evidence  
of what he ~~said~~ sold to Parsons.

E. H. Fenniglan for H. J. Parsons.

Ans. I don't remember how that was.

Ques. 9. Who else was present in that  
store at that time, as you remember?

Ans. - I don't remember all I remember  
James Ealy, & Mel Elison, there were  
either there.

Ques. 10. - How & when did you first  
learn that there was a suit-  
in which said contract played  
a part, and that your evi-  
dence might be wanted in the  
case?

Ans. I suppose about one month ago  
Mel Elison wrote me and wanted to  
know if I remembered what passed  
then.

Ques. 11. - Have you his letter now?

Ans. No I don't believe I have I think  
my son just wrote on the back of  
it and mailed it back to him.

Ques. 12. Have you had any further cor-  
respondence with him or any  
other person in regard to the matter?

Ans. No Sir I have not, I had a letter asking me  
if I could be here to give in my  
deposition to-day.



Ques. 13.- In answer to question 7 of your examination in chief you say that Nicoll did ask him if he would release it and count it paid, and he, Parsons, turned around and said "No, be God," he would not release it until he got his pay". What was it, if you understood, that Nicoll asked Parsons to release?

Ans. The farm they were trading on I suppose, I don't remember every word just how it was put in it was a good while ago.  
And further this deponent saith not.

N. N. Mitchell  
State of Kentucky 3  
County of Laurel 3

I, C. F. Stillings, a notary public for the county and State aforesaid, do hereby certify that the foregoing deposition of N. N. Mitchell was duly taken, subscribed and sworn to before me at the time and place and for the purposes therein mentioned.

Given under my hand and official seal this 18th day of April, 1902,

Fee for taking

Deposition \$2.00

C. F. Stillings  
Notary Public Laurel Co. Ky.  
My Commission Expires  
March 10th, 1906.



Stewart & West &c

vs

Depositions  
for Defendants

H. J. Parsons &c

H. M. Mitchell

\$2.00



The depositions of Jas. P. Ely  
D. J. Woodward, R. B. Colton, W. J. Parsons,  
and John Delclisno  
taken before S. J. Hyatt -  
Commissioner in Chancery for  
Lee County, pursuant to a  
process of summons for com-  
plainants and defendants  
at the law office of E. H.

Perrington in Lee County, on  
the 5<sup>th</sup> day of April, 1902 to  
be read as evidence in be-  
half of St. J. Parsons  
in a certain suit in Chan-  
cery now pending in the  
circuit Court for Lee where-  
in St. J. Parsons and others  
are defendants and Stewart  
and Frank Adams are  
complainants

Present E. H. Perrington atty. for  
St. J. Parsons  
and S. J. Hyatt atty for com-  
plainants & X complainants:

James P. Ely,

a witness of  
lawful age after being  
duly sworn deposes as follows:



qms. 1

Give your age, residence  
and occupation.

ans

I am 41 years of age, resi-  
dence near Pennington Gap,  
and am a farmer.

2 Do you know Henry Nicoll?  
If so, about how long have  
you known him; and did  
you know M. C. Parsons in  
his life-time?

a. I have known Henry Nicoll  
since he first came here to Lee  
county, I think something like  
ten years. I knew M. C. Par-  
sons from the time I can first  
remember to the time of his death.

3 Were you at P. F. Price's  
store house, in Pennington Gap,  
Va., in the fall of 1894; and  
while there did you hear said  
Nicoll and Parsons talking  
with one another concerning  
a land trade; if so, what  
lands were they talking about  
trading to one another?

Obj

Objected to because lead-  
ing, suggestive, and innu-  
endo.

L. T. Hyatt for pffs.



A. I came in there; I think it was in 1894; said parties were talking about a land trade when I went in there; M. C. Parsons was talking about swapping his Knob land for land in the Pocket. I don't remember that he mentioned what farm in the Pocket.

Ques. 4 While said Parsons and Nicoll were talking of trading with one another, State whether said Parsons claimed to Nicoll to have a lien or debt against the Pocket lands? And if so, from whom did said Parsons say he got his debt or lien against said Pocket land?

Ans. Objected to because leading and immaterial.

L. T. Wyatt for plffs.

Ans. He did claim to have a lien, but if he said from whom he got it, I do not remember it. Nicoll asked him to release or satisfy or



give up his lien against the Pocket land; and Parsons replied that "Be God, he would give up nothing until it was satisfied or paid off," that is, his lien.

Obj.

The foregoing answer is further objected to because the contract between Parsons and Nicoll is in writing and is the best evidence; also because the contract between Parsons and the Pocket Co. is also in writing and the best evidence; also because any statement made by Parsons not in the presence of the Pocket Co. and to which said Company assented, is not binding on the Pocket Company. Said answer is a self-serving declaration on the part of Parsons and is also objected to on that ground.

Q. 5.

State who all were present when you heard that detailed above by you, as well as you remember?

Ans.

I remember of Nicoll, Par-



3

sous, Delclisur, Mitchell & others, <sup>whose names</sup> that I do not remember. H. N. Mitchell was then running the store.

Ques. 6 - State whether or not said Nicoll and Parsons had any papers or papers before them on that day?

Ans. - They had some papers, but I did not notice what they were about. I only stayed in there a little while.

X Ex

Q. 1 Do you remember what time of day it was when you were in there and heard the talk you have spoken of?

Ans. No sir, I don't.

Ques. 2 Do you remember <sup>even</sup> what month it was?

Ans. - No, I don't; could not say positively what month it was, but it was in the fall as I recollect.

3 Do you know whether they ~~had~~ reduced their contract to writing and signed it?

Ans. - No sir, I don't; I didn't



stay till they finished the  
trade up.

And further this witness saith  
not.

wit claims  
one day 50¢  
Paid by H.  
J. Parsons.

James P. Ely

D. T. Woodward, another wit-  
ness, being duly sworn, deposes  
as follows:

Q. 1. Give your age, residence,  
and occupation?

Ans. - I am 43 years old, live  
in Pocket, and am a farmer

Ques 2. Do you know John L.  
Perrington; if so, how long  
have you known him?

A. I know him, have known  
ever since he was a boy.

Q. 3. Do you know the ~~Wm~~ a.  
Parsons 412 acre tract of  
land situated in the Pocket  
country? If so, state whether  
you ever heard of Wm a.  
Parsons selling the same to M.  
C. Parsons selling the same to  
John L. Perrington?

Ans. I know the said tract of



land, and I heard of the land being sold as stated in the question.

Q. 4

State if you ever heard John L. Pennington say anything about he and M.C. Parsons letting their trade fall through about the 412 acre Wm C. Parsons tract of land; if so, state what he said as near as you can, and when and where it was you heard him talk about it?

Obj'

The foregoing question is objected to, because leading, and immaterial; and the matter enquired about is res. judicata.

Ans

L. T. Hyatt, for Plff.

I heard him talk about the matter, on Gius Creek on the Green Parsons tract of land and before M.C. Parsons died in the Fall, I think.

He was telling me how he was going to cultivate his several tracts of land, the next year, and I noticed that he did not mention the Wm C.



Parsons 4 1/2 acre tract among the others, so I asked him what he was going to do with it. He said he had give that up or let M. C. Parsons have it back in order to save his home place; ~~that~~ M. C. Parsons had a lien against his home place. We talked on a good deal, but mostly about farming.

Obj:

The foregoing answer is further objected to because hearsay and immaterial

L. T. Hyde for plffs.  
X Examination,

Ques. 1. - If M. C. Parsons died in Feb. 1895; the talk you heard said John L. Pennington have was in the fall of 1894, was it?

Ans. I suppose it was.

Ques. 2. Was it, at the time the said conversation between you and John L. Pennington, getting pretty cold?

Ans. - It was after crops were laid by, but I do not remember more definitely the time.

Ques. 3 Where were you then living?



Ans. On the said Green Parsons tract of land which was then claimed by John L. Pennington.

Ques. How long after said conversation did you continue to live there?

Ans. Until Feb'y 1901.

5. John L. Pennington bought the 412 acre Wm. A. Parsons tract from M. C. Parsons, did he not?

Ans. That is my understanding.

6. When John L. Pennington let M. C. Parsons have said 412 acre Wm. A. Parsons tract back, what did he get for it, if you understood?

Ans. He only said it was to save his home place. I do not know that he got anything for it.

7. Did you ever hear of M. C. Parsons buying the John L. Pennington Home place, or getting it in a trade with Henry Nicke?

Ans. Yes, I think I have.

And further this witness saith not.

1 day 50c  
Paid by H. J. Parsons.

D. L. Woodward  
marks



R. B. Catton, another witness being duly sworn, deposes as follows:

Quest. Give your age, residence and occupation?

Ans. I am about 40 years old, live in Pocket, Lee Co. Va., and am a farmer.

2. Do you know John L. Pennington, and did you know M. C. Parsons in his lifetime?

Ans. Yes.

3. If you ever heard said M. C. Parsons and John L. Pennington talking to one another about a trade they had made with respect to the Mattett debt and the Wm A. Parsons 4 1/2 acre tract of land, tell as near as you can what they said, and when and where it was if you remember?

Obj. This question is objected to because the contract between said parties is in writing and is the best evidence, a copy of said contract being filed as an exhibit with plaintiffs bill.

L. L. Hyatt for plffs.



Ans. - I was coming down through the  
Remington Gap in the mountain  
and M. C. Parsons and John  
L. Remington ~~were~~ overtook me  
and came along with me as  
well as I remember, and M.  
C. Parsons asked me if I knew  
of anyone that would make  
him a good renter. I asked  
him, I believe, what land  
he had that he wanted to rent,  
and he told me the Wm A. Parsons  
42 acre tract up there. I told  
him I thought he sold that place  
to John L. Remington. He then  
said that him and John L. Re-  
mington had been on a sort of  
of a trade but had just let  
it fall through, the best I  
recollect about it; and he  
had the land back. John L.  
Remington said yes, he had  
let it fall through with in or-  
der to save his home place.  
Mr. Parsons went on to tell  
about John L. Remington owing  
him a great big amount, I think  
it was \$8000, to the best of my  
recollection. I supposed that



the home place referred to was the Mallet land where he was living, and I think they called it the Mallet Land. I think this was in the late fall or early winter before M.C. Parsons died; it was just a short time before he died.

Obj:-

The foregoing answer is objected to because the matter detailed is res-adjudicata, having been settled in case of J.L. Pennington vs Ellen Jessie which or a transcript of which is filed with plaintiffs' bill.

Cross-Examination.

Q. 1. Was the conversation you heard before or after Christmas.

A. I could not tell you exactly which.

Q. 2. What is your best impression?

A. My best impression is that it was a little before Christmas.

Q. 3. At what point in the road did said parties overtake you?

A. Just below the coal bank in the edge of the road in the Gap.



of the Mountain. I had stopped at a little Spring in the edge of the road, and they were coming up close when I got on my horse, and soon overtook me.

Q. 4 Was any one else along?

A. It appears there was some one with me but I can't think who it was, and I might have been by myself.

Q. 5 During said conversation were you, Parsons and Pennington all riding along side and side?

A. I was just before them, and they were side and side behind me. Parsons rode up by the side of me part of the way.

6 Had you heard of Parsons buying the Mallet land or John L. Pennington home place, or getting it in a trade for his Knob farm, before you heard the conversation you have detailed?

Ans. - No, I don't remember anything being said about it until that



day.  
7. Did either of said parties,  
that is M. C. Parsons or John L.  
Pennington, say anything about  
the trade for the Knob farm on  
that day?

Ans. No, I don't think they did.

8. Did Parsons say where or from  
whom he had gotten the Mallett  
land or John L. home place?

Ans. No, I don't believe he went  
on to say who he got it from.

9. Did either of said parties ~~said~~  
tell in what way John L. expected  
to save his home place?

Ans. No, I don't think they did to me.  
10. Parsons went on to say something  
about some logging, but I don't  
remember enough about it to  
tell what was said with any cer-  
tainty.

~~And~~ And further this witness saith  
not.

Wit-claims  
2 days \$1.00

Paid by N. J. P.  
arson

R. B. <sup>his</sup> Calton,  
mark

W. C. Parsons, another witness  
being duly sworn, deposes as  
follows:



Ques. 1 State your age residence and occupation, and what relation you are to H. Z. Parsons?

Ans. I am 41 years of age, live in Lower Coal Orchard, and am a farmer. H. Z. Parsons is my brother.

Ques. 2. Are you acquainted with John L. Pennington, and did you know M. C. Parsons in his lifetime?

Ans. Yes.

3.

If at any time and place you ever heard M. C. Parsons and John L. Pennington talk about the 412 acre tract of land in controversy and the trade they had made with one another with respect to the same. Please tell what was said and when and where it was?

Ans. I heard M. C. Parsons say that he had got John L. Pennington home place back for him, and that they had let that trade up there about the 412 acre tract fall through, and that he held a lien on both places. John L. says - "It is the first time I ever knowed a man to hold a lien on his own land". M. C. Parsons



says "It holds it might be good from your depts and judgments." John L. says "I expect it is very good", or something to that amount. It was at my father's house on the ~~land~~ 412 acre tract of land that this conversation occurred, and a short time before M. C. Parsons died.

Obj:—

The foregoing question is objected to because leading and suggestive and not the best evidence, said contract being in writing; and the matter is res adjudicated as stated in objection to similar questions asked above witness ~~at~~ Catto. The said answer is also objected to as immaterial and not binding on creditors who were & not present and have no knowledge or notice or even if they ~~did~~ have notice for plffs.

4 You say M. C. Parsons said on the occasion mentioned by you that he held a lien on both places. Tell what places he mentioned, if any?



~~117~~

Ans. He did not mention any that I recollect of.

X - Examination

Ques. 1. In what year did this conversation take place?

Ans. - I could not tell you now, I don't recollect?

Q. 2 Where did you then live?

Ans. On Straight Creek on the 412 acre tract of land.

Ques 3. Did you live in the house with your father?

Ans. No, about  $\frac{1}{4}$  mile below him.

4 What season was it?

Ans. - I could not tell you now.

5 Was it cold or warm weather?

Ans. - I don't recollect now.

6. Who else was present at the time?

Ans. - I can't tell you; there was several by, but I do not know who all now. My father was one.

7. What were you working at at the time?

Ans. - I don't just recollect that now.

8 When did M. C. Passow die?



Ans. You are too hard for me; I  
could not tell you exactly the  
time.

Ques 9 About when?

Ans. I could not answer that ques-  
tion now.

10 Tell, if you know, how came  
John L. Pennington and M. C. Par-  
sons to be at your father's house  
on that day?

Ans. I don't know.

11 How came you to be there?

Ans. Well sir, I don't know that  
now.

12 What else was said there  
that day by said parties?

Ans. Well, I could not tell you  
now. Of course there was  
a right smart talked about  
it, but I don't recollect it.

13 What did you tell your father  
that day?

Ans. Could not tell you that, sir.

14 To whom did you first  
tell what said parties said  
that day?

Ans. I don't know that I could  
tell you that.



15- Do you remember the time when your father sold said 412 acre tract to M. C. Parson?

Ans. I remember the occurrence, but not the time.

16. How long after said sale until you heard the conversation you speak of?

Ans.- I could not tell with any certainty.

17 ~~How~~ Did you ever live in the Brush near Jonesville; if so when did you move there and when did you move away?

Ans.- I lived there, but I could not tell you now what year I went there in, nor what year I moved away.

Q 18- How long did you live there?

a. About 4 years.

19 Did you or your father move away from the 412 acre tract first?

Ans.- I moved a few days first, not as much as a month I don't think.

20 Where did your father move to when he left the 412 acre tract

Ans.- To the Reed Roop place near



Jonesville where Alex Allen now lives.

21. What season of the year was it when you moved to the Brush?

Ans. In the winter season.

22 Before or after Christmas?

Ans. I could not tell you to save my life.

23 Do you think it was before or after the election in November?

Ans. - I don't recollect, but it must have been after Novr. It was along in the winter.

24. How long before you moved to the Brush that you heard the talk you have told about in this deposition as having been had between M.C. Parsons and John L. Pennington?

Ans. - Not but a short time, just a few days.

25 How did the talk come up between them in regard to the matter?

Ans. - I don't recollect now, how,

26. Who first mentioned the trade



or matter referred to?

Ans.- M. C. Parsons was the first I recollect of talking about it now?

27 What did he say?

Ans.- He said that he had got John's home place back for him.

28 How and from whom did he say he got it?

Ans.- I could not tell you that. I do not recollect whether he mentioned that or not.

29 Did he say anything about the trade with Henry Nicoll?

Ans.- Not that I recollect of.

30 What did said Parsons next say?

Ans.- He said that that trade up there had fell through with.

31 What trade, if he said,

Ans.- I don't recollect that he said.

32 What did he next say?

Ans.- He said he held a lien on both places?

33 What lien and for how much, if he said?

Ans.- I don't recollect that he said

34 What did he next say?

Ans.- I don't recollect now that he said



anything more, right then.

35. What time of day was it if you remember?

Ans. - I don't remember what time

36 Before or after dinner?

Ans. - I could not tell you now.

37 Where did you stay that night if you remember?

Ans. - I guess I stayed at home; I don't recollect exactly.

38 Did you leave your father's house that day before or after M. C. Parsons left?

Ans. - I could not tell you now.

39 Do you know whether they left at the same time?

Ans. No, I don't.

40 Were you there when they came there that day?

Ans. - I don't recollect that now.

41 What did John L. Pennington first say on that day in your presence?

Ans. - "That it was the first time he ever showed a man to hold a lien on his own place."

42 Did he say who held a lien on his own place?



Ans. - No, I don't know that he did now; I could not tell that.  
Re - Examination.

Ques. 1 - Were you present when said M. C. Parsons died?

Ans. - No, nor when he was buried.  
And further this deponent saith not.

and day

50¢ Paid

by W. J. Parsons -

W J Parsons

John Delclisur, another witness, being duly sworn deposes as follows:

Ques. 1 - State your age, residence and occupation?

Ans. - I am about 48 years old; residence, Delclisur, Va.; Occupation, log business (Walnut & Poplar.)

Ques 2. Do you know Henry K. coll and were you acquainted with M. C. Parsons in his lifetime?

Ans. - Yes.

3

Are you the same John Delclisur who witnessed & written contract between Henry K. coll and M. C. Parsons, dated about Oct. 6<sup>th</sup> 1894, a copy of which is



filed as an exhibit with plaintiffs' bill in this case whereby said Parsons agreed to sell Nicoll his Elk Knob farm and Nicoll to sell to Parsons the Mallett 1165-acre Pocket tract of land?

Ans. Yes sir.

4 At what place was said contract signed by said parties and witnessed by you?

Ans. At the P. F. Price Store house in Pennington Gap, Va., now occupied by J. W. Anderson and at that time by H. N. Mitchell

5 While said Nicoll and Parsons were negotiating their trade mentioned in the paper signed by them and witnessed by you, State if Parsons, at that time, claimed <sup>to possess</sup> to have a debt or lien on the 1165-acre Mallett-Pocket tract of land?

Ans. To the best of my recollection he did.

6 At any time while said parties were negotiating their trade, State if Nicoll asked Parsons if he



25

(Nicoll) bought from him (Parsons) his Elk Knob farm, and let him <sup>have</sup> in part payment thereon the 1165 acre Mallet tract of land, if he (Parsons) would release his debt and ~~lien~~ he claimed? If you say said Nicoll did ask Parsons such, or a similar question, state what Parsons' answer was, if anything, to said question?

Obj.

The foregoing question is objected to because leading; and because the writing is the best evidence; and because any statement by Parsons would not be binding on C. E. Mallett unless made in his presence and ~~before~~ the same was sanctioned by him, nor upon the Pocket Company unless made in the presence of its agent duly authorized to bind said Company and sanctioned by such agent.

Ans. -

To the best of my recollection Nicoll did ask Parsons that question, and Parsons said "By G - I won't release nothing." Nor did he agree to



release his debt or lien at any time to my knowledge.

Cross-Examination.

- (1.) Did not you some months ago receive a letter from me (L. J. Wyatt) asking you for information <sup>in</sup> regard to this matter; and did you not reply to me by letter that you did not remember anything that was said between the parties on that occasion, but only remembered the occurrence, ~~or~~ to that effect?

Ans. I am not positive about it, but I have some recollection that I did get such a letter and reply to it. But I paid no special attention to it.

- (2.) In the month of October 1901, <sup>or got out of that place</sup> did I not hail you and Harvey Barton, in the town of Pennington Gap, Va. on the road or street which passes, ~~when you were in a buggy going to this office~~ (E. W. Pennington's), and not very far from said office, and ask you about this matter, and



did you not then and there tell me, in the presence of Harvey Barton, that you did not remember anything at all about what occurred, except that after the paper was signed and witnessed, Nicoll produced a quart bottle of whiskey and that you all tried it, or words to that effect?

Ans.

At that time I paid no attention to the above matter and when Hans Bolton & I passed O W Pennington's office I made the remarks as quoted above; but for some reason my memory regarding said transaction does not remember it as according to my examination in chief.

And further this witness saith  
Not. *John H. Schier*

One day  
50c  
Paid by  
H. J. Parsons



H. Z. Parsons  
vs E. Debo.

West v Stewart

Admrs.

Received from L. J.  
Hagitt and filed  
April 9th 1902  
A. B. Murree Clerk

160. 2

J. P. Ely  
D. F. Woodward  
B. B. Catton  
H. Z. Parsons  
John Delecluse

Virginia, Lee County, to-wit:  
J. L. T. Hyatt, Esq. Comr. in  
Chancery for Lee Circuit Court  
to certify that the foregoing  
depositions of Jas. P. Ely, D. F.  
Woodward, B. B. Catton, W. J.  
Parsons and John Delecluse were  
dearly taken, subscribed and  
sworn to before me at the  
time and place and for the pur-  
poses therein mentioned, and  
the same were taken before me  
by agreement and at the request  
of Defendant H. Z. Parsons.  
Given under my hand this  
5th day of April 1902,  
J. L. T. Hyatt Comr.  
in Ch.



Virginia, Lee County, to-wit:

I, H. C. T. Ewing, Clerk of the Circuit Court for the County and State aforesaid, do certify that A. B. Munsey personally appeared before me in my County and State aforesaid and made ~~oath~~ in due form of law, that on or about October 24<sup>th</sup>, 1896 he heard George A. Crabtree state that he was indebted to B. H. Sewell, and that the said Sewell had in his hands for collection a judgment of George A. Crabtree against John L. Pennington, et al, and that he was going to the west, and that he assigned so much of said judgment to B. H. Sewell as would pay him what he owed him, and that when said judgment was collected said Sewell would pay to the said Munsey his cost in said case, and that said judgment is the same one now decreed to W. J. Mileham, administrator of the said George A. Crabtree, deceased, in the Chancery Cause of West and Stewart, administrators <sup>vs</sup> against John L. Pennington, et al, now pending in the Circuit Court for Lee County, Virginia.

Given under my hand this the 25th day of February, 1904.

H. C. T. Ewing Clerk,



Exhibit "B"



To Henry Z Parsons, and J C. Jessee:

You will please take notice that on the 25th day of October, 1901, at the Office of the Clerk of the County Court for Lee County, Virginia, we shall proceed to take the depositions of J. M. Zion and others, which depositions, when taken, are intended to be read as evidence in our behalf in a certain suit in chancery now pending in the Circuit Court of Lee County, Virginia, wherein we are plaintiffs and you and others are defendants; and, if from any cause the taking of said depositions be not begun on that day, or if begun, be not completed, the same will be adjourned from time to time and from place to place until the same are concluded.

Oct. 18th, 1901.

S. P. West and W. P. M. Stewart, Admsrs. of the  
Estate of Joseph Ely, deceased.

By Counsel.

L. P. Wyatt,

Counsel.

Virginia, Lee County, to wit:

I, E. A. Evans, a Deputy Sheriff  
for the county and state aforesaid, do certify that \_\_\_\_\_  
\_\_\_\_\_ has this day made oath before me that on the  
\_\_\_\_\_ day of October, 1901, he delivered a true copy of the above  
notice to Henry Z. Parsons.

Given under my hand this the \_\_\_\_\_ day of October, 1901.

\_\_\_\_\_, cl







The depositions of John L. Pennington and others, taken before me, George P. Cridlin, a Notary Public for Lee County, Virginia, pursuant to notice hereto annexed, at the office of the clerk of the county court of Lee County, Virginia, on the 25th day of October, 1901, to be read as evidence on behalf of the plaintiffs, in a certain suit in chancery pending in the circuit court of said county, wherein S. P. West and W. P. M. Stewart, administrators of the estate of Joseph Ely, deceased, are complainants, and Henry Z. Parsons and others are defendants.

Present: L. T. Hyatt, attorney for complainants and

R. L. Pennington, attorney for defendant, Henry Z. Parsons.

The witness, John L. Pennington, being first duly sworn, deposes as follows:

Ques. 1. for complainants.--State your age, residence, and occupation?

Ans.--I am forty-~~one~~<sup>two</sup> years of age, live near Pennington Gap, Lee County, Virginia, and am a coal miner.

Ques. 2. for same.--Are you the same John L. Pennington who sold to Chas. E. Mallett the 1165 acre tract of land lying in the Pocket in Lee County, Virginia?

Ans.--I am.

Ques. 3. for same.--Please state whether or not any notes or other evidence of debt were executed to you for the \$8820.00 balance of purchase money mentioned in your deed to said Mallett and for which a lien was retained in said deed?

Ans.-- No notes were executed.

Q. 4. Then the lien retained in said deed was all the security you had for the balance of purchase money mentioned therein?



A.-- Yes sir.

Cross Examination.

X.Q.1.-- Why was it that you took no writing from C.E.Mallett to secure the \$8820.00 purchase money due on said land?

A.-- I supposed the lien was good.

X.Q.2.-- Then when you sold this debt to Parsons you only turned over to him the debt as secured by a lien?

Obj.-- This question is objected to because the sale by witness to said M.C.Parsons of the said \$8820.00 lien was in writing and a copy of the same is filed with plaintiffs bill in this case and said writing is the best evidence of the contract, and it is incompetent for the witness to testify in regard thereto.

L.T.Hyatt for plff.

A.--Yes sir, that is all.

And further the witness saith not.

*J. S. Pennington*

L.M.Zion another witness being duly sworn deposes as follows:

Q.1.-- Please state your age, residence and occupation.

A.-- I am 52 years old, reside near Pennington Gap and am a farmer by occupation.

Q.2.-- Are you acquainted with the 412 acre tract of land in controversy in this suit called the William A.Parsons land?

A.-- I am somewhat.

Q.3.-- Do you remember the time when said land was advertised for sale under decree of the Circuit Court of Lee County in the Chancery suit therein pending entitled R.L.Pennington Admr. vs. Russell and Jessee admrs. &c. et als.

A.-- Yes sir.



Q.4.-- Please state whether or not you contemplated bidding for said land at said sale?

A.-- I did.

Q.5.-- Please state what if anything kept you from so bidding?

A.-- I had heard it rumored about and talked about that there would be trouble over it hereafter..

Q.6.-- What rumor or talk was it that you heard?

A.-- It was talked that it did not belong to Mr.Parsons , that he didn't have any right to it.

Q.7.-- At said sale Henry Z.Parsons became the purchaser of a part of said land at the price of \$1.25 per acre, that is, a sufficiency thereof at that price to pay the sum of \$402.37, or 321 - 104/125 acres. Please state whether or not in your opinion this was a fair price for said land at that time?

A.-- No,sir, I don't think it was.

Q.8.-- The balance of said tract of land, a boundary of about 90 acres was afterwards sold by public sale for \$50.00 to H.Z.Parsons. Please state whether or not in your opinion this sale was at a fair price?

A.-- No,sir,.

Q.9.-- About the time of these sales or either of them were you or not informed that John L.Pennington had or owned some rights in said land and that the judgments against him were probably liens thereon ?

Obj.-- The foregoing question is objected to because immaterial and irrelevant.

defts.

R.L.Pennington for ~~XXXXXX~~

A.-- I was.

Q.10.-- Please state whether or not this information prevented you



from bidding on said land at said sale?

A.-- It did.

Q.11.-- But for said information would you have bid more for said land than \$125 per acre?

A.-- I would.

Cross Examination.

X.Q.1.-- Then according to your statement that the title to the said land was shakey, Mr.Parsons and Messrs Jessee and Russell gave more for the land than you were willing to pay?

A.--Yes, sir, under these circumstances. I did not want to bid on it at all after hearing what I did.

X.Q.2.-- Considering the state of the title at that time and the way that land was selling do you not think that Messrs Russell and Jessee and Mr.H.Z.Parsons paid all that land was worth?

A.--No,sir.

X.Q.3.-- Then if you wanted the land and it was worth more than that why didn't you bid on it?

A.--Because I didn't want to buy any trouble.

X.Q.4.-- If you could have got a general warranty deed from a solvent party then you would have paid more than they paid would you?

A.-- Yes sir.

X.Q.5.-- Would you have paid any more for the land with the under standing that you were to get from the Court only a special warranty deed which would carry with it only such title as the estate of M.C. Parsons had?

A.--I would not. That is the reason I didn't bid.

X.Q.6.-- Who informed you that there was any question concerning



the title or that John L. Pennington or his creditors had any interest therein?

A.-- John L. Pennington told me about, and I heard other, several, talking about it.

And further this witness saith not.

L. M. Zion

The further taking of these depositions is adjourned to the residence of Henry Nicoll on Elk Knob in Lee County, Virginia, on ~~the~~ Monday the 28th day of October, 1901.

Given under my hand this the 25th day of October, 1901.

Geo. P. Cridlin N.P.



Met pursuant to adjournment at the residence of Henry Nicholl on Elk Knob in Lee County Virginia, on the 28th day of October, 1901.

Present : L.T. Hyatt attorney for plaintiffs; and ~~xxxx~~ E.W. Pennington of counsel for ~~Defendants~~. *H. J. Parsons*

Henry Nicholl a witness of lawful age being duly sworn deposes as follows.

Q.1.-- State your residence and occupation.

A.-- Residence Lee County Virginia, occupation stock-farming.

Q.2.-- Are you the same Henry Nicholl who purchased the Elk Knob farm in Lee County Virginia from M.C. Parsons.

A.-- Yes.

Q.3.-- By reference to the contract between you and the said Parsons I find that you made a \$1500.00 payment on said farm by procuring from the Pockett Company a conveyance to said Parsons of a 1165 acre tract of land in the Pockett Country called the John L. Pennington Mallett tract. Please state whether or not you did procure said conveyance and if so to whom you delivered it.

A.-- The deed of the 1165 acre tract of land in the Pockett was duly prepared by the officers of the Pockett Company and signed by the President; it was then tendered to Messrs Russell and Jessee in the office of Judge Duncan but upon being refused by these parties it was taken to the Powells Valley Bank and left there for safe keeping, what further disposition of it was made I have no knowledge.

Q.4.-- At the date of the conveyance by said Pockett Company to said Parsons of said 1165 acre tract of land or at the date of the trade between you and Parsons before referred to Mr. Parsons held a lien against said 1165 acre tract of land for \$8820.00. Please



state whether or not it was the understanding and agreement with said Parsons that when the Pockett Company made conveyance to him of said tract of land that that conveyance was to operate as a discharge and satisfaction of said \$8820. 00?

A.-- It was understood that Mr. Parsons holding the lien for \$8820 on the land, the conveyance by the Pockett Company of the title to the said Parsons would discharge the lien and release the Pockett Company from all connection with that tract of land.

Obj.-- The foregoing question and answer thereto is objected to because the agreement to which the witness refers is in writing and a copy of which is filed in this cause and dated the 6th day of October, 1894, and it is the best evidence of what the agreement was between the witness and M.C. Parsons.

E.W. Pennington for defts.

In reply to the foregoing objection complainants' counsel says that it is not the contract between witness and said Parsons that is herex~~xxxxxxxxxxxx~~ the subject of inquiry but the contract between the Pockett Company and said Parsons.

L.T. Hyatt for plffs.

Q?5.-- Please state what was the condition at that time with respect to timber of said 1165 acres if you know?

A.-- The 1165 acres of land contained at the time I contracted it to said Parsons, a quantity of poplar timber and white-oak and such other timber as may be found in the Pocket. In fact I think there had been no timber cut off of the woodland part of it. ~~xxx~~ I never made anything like an estimation of the value and quantity of the timber on it, but do know that there was a quantity of timber on the same.



Cross Examination.

X.Q.1.-- What is the nearest date you can fix when the deed of the Pockett Company to said 1165 acres tract of land was tendered to Messrs Russell and Jessee administrators of M.C.Parsons, deceased?

A.-- The best of my recollection I should fix about July, 1896.

X.Q.2.-- Was said deed made alnoug about the time it was tendered?

A.-- I think it was made several months previous to the time it was tendered, but all these things are vague in my recollection.

X.Q.3.-- Do you remember why said Russell and Jessee did not accept the same?

A.--No. I can give no reason at the present time for their refusal.

X.Q.4.-- In answer to question 4 of your examination in chief you state it was understood between you and Parsons that a conveyance of the 1165 acre tract of land to said Parsons would discharge the lien thereon and release said company from all connection with that tract of land. Please state how you got this understanding if you remember, and was there any writing given to you or to said Company showing that said Company was to be discharged from the payment of said debt of \$8820.00?

A.-- Mr.Parsons had purchased from John Pennington the lien on the tract of land, which of course put him in Pennington's place and he wished to cut the timber from the land and it was agreed between Parsons and me as a representative of the Pockett Company, that he should acquire the right to cut the timber by becoming the sole owner of the land, and in consequence I obtained from the Pockett Company a deed for the land back to the vendor, or his substitute with the understanding that that made a release of the Pockett Company of all further debt or liability on that tract of land, and there was no writing exchanged in the matter.



I got my understnading as to ~~wha~~this discharging the lien from the very nature of the transaction. Parson wanted to cut the timber and I said to him get the legal title and you can do what you please with it and the Pockett Company will be out of it.

X.Q. 6.-- As a matter of fact was not the conveyance of the 1165 acres in the first instance made by J.L.Pennington and wife to C.E. Mallett?

A.-- Yes sir, it was.

X.Q. 7.-- State whether J.L.Pennington or any assignee of his ever had any promise or contract from the Pockett Company to pay J.L.Pennington anything on the purchase price of said land; was not the p promise to Pay Pennington ~~instead~~ for said land b y Mallett and not by the Pockett Company?

Obj.-- This question is objected to because there is full written evidence with respect to the inquiry. It is true that the sale by Pennington was in the first instance to Mallett. But said Mallett and wife conveyed the same tract of land to the Pockett Company, a copy of this deed is filed with the plaintiff's bill and said deed shows that said Pockett Company ~~assumed~~ to pay to Pennington t the \$8820.00.

L.T.Hyatt for plls.

A.-- I have never agreed to pay John Pennington anything for the P Pockett Company of for Mallett, this is all I can say. What Mallett did I do not know, and if Mallett ever undertook to pay Pennington anything for the Pockett Company I never heard of it. I was a director in the Company and if there had ever been any promise by the Company to pay John L.Pennington anything I think I would have knowh of it.

X.Q. 8.-- What is the present status of said Pocket Company, and what character of Company was it in its inception?



10  
A.-- In its inception said Company was an incorporation, and its present status is a defunct one.

X.Q.9.-- State whether or not said Pockett Company was solvent or insolvent, say since the 1st day of January 1894?

A.--It was insolvent at that date.

X.Q.10.-- State whether or not said Pockett Company was incorporated before or after the date on which J.L.Pennington and wife conveyed said 1165 acres to said C.E.Mallett?

A.-- To the best of my recollection it was not incorporated at that time.

X.Q.11.-- Do you know said C.E.Mallett, if so , state whether he is a resident of this state, if you say he is not a resident of this state, was he not a non-resident thereof say on the 1st day of January, 1894.

A.-- I am personally acquainted with Mr.Mallett and I presume he is now a resident of the state of New York. I think he was not a resident of Virginia on the 1st day of January, 1894.

X.Q.12.-- Do you not know Mr.Mallett to have been in financial distress and insolvent say January 1st 1894

A.-- No, sir. I don't know his financial condition at that date.

X.Q.13.-- Do you know of said Mallett owning any other property except perhaps some stock in said Pockett Company?

A.-- I don't know of his owning any real property. He owned some personal property, to-wit, household and kitchen furniture, which I shipped to him to New York after he left this state.

X.Q.14-- State whether or not while you were buying from said Parsons said Knob farm and in part payment thereof selling him the said Pockett Company's interest in said 1165 acre tract of land you



ever heard said Parsons and said J.L.Pennington say anything about recanting any contract, trade or transaction previously made between them concerning said Mallett's debt or said 1165 acre tract of land, if so state what they said.

Obj.-- This question is objected to because said trade between said Parsons and Pennington has been adjudicated between the proper parties by a court of competent jurisdiction, and cannot now be reopened.

L.T.Hyatt, for plffs.

A.--No. I never heard them say anything about it.

X.Q.15.-- State whether or not said Pockett Company or C.E.Mallett ever paid to M.C. Parsons in his life time or to his administrators after his death any part or parcel of said \$8820.00?

A.-- They never did.

X.Q.16.-- At the time you contracted for said Pockett Company to let M.C.Parsons have its interest in said 1165 acre tract of land was not John L.Pennington then living on the same and had he not so lived from the time he conveyed the same to C.E.Mallett?

A.-- My impression ~~recollection~~ is that he was living on said land when it was bought by C.E.Mallett and continued to so live on it down to the time I contracted it to M.C.Parsons.

X.Q.17.-- Do you remember whether the deed of the Pockett Company to M.C.Parsons or to his heirs was acknowledged before a proper functionary and in proper form so as to warrant the recordation of the same?

A.--To the best of my recollection the deed was properly acknowledged before a notary in the state of Kentucky, which I suppose would make it proper for recordation in this County.

X.Q.17.-- Do you remember whether the certificate was according to



to the Virginia or Kentucky form?

A.-- No, sir.

Re Examination.

Re.Q.1.-- The said deed from said Pockett Company to said Parsons was prepared by you brother Edward Nicoll was it not?

A.-- Yes sir.

Q.-- What was his occupation at the time?

A.-- He was an attorney, he was also President of the Pocket Company.

Q.-- Was he familiar with the required form of certificate of acknowledgment under the laws of Virginia?

A.-- I do not know as to that. He had considerable Virginia business and Virginia statutes in his library.

Q.-- Did not your brother prepare the deed from C.E.Mallett and wife to the Pockett Company a copy of which is filed in this suit?

A.-- Yes, sir.

Q.-- At the time of your trade with Parsons how much money had the Pockett Company invested in the 1165 acre tract of land?

A.-- The Pockett Company had paid to J.L.Pennington through its agent C.E.Mallett and through me as its agent between \$1400.00 and \$1500.00.

Q.-- You got as a credit on the Knob farm for said land about the same amount.

A.-- Yes, sir.

Q.-- Then was it not your idea to thus get out of said land what had been paid into it, and to pay to Parsons, who then owned the \$8820. lien, the said lien by a conveyance to him of the legal title to said land?

Obj.-- This question is objected to because leading and because this matter has already been gone into in the examination in chief.



A.-- Yes, sir.

Q.-- Was the matter not so talked between you and said Parsons and did not said Parsons so understand it at the time, that is that the conveyance of the legal title to said land him was to operate as a full payment and satisfaction of the \$8820.00 lien?

A.--It was fully understood, verbally, between Parsons and myself as agent for the Pockett Company, that the Pockett Company should be released from all liabilities pertaining to the 1165 acre tract of land.

Re Cross Examination.

Q.-- What was the 1165 acre tract of land worth at the time you sold the same to the said Parsons?

A.-- I can't answer that question. I don't know what it <sup>was</sup> ~~is~~ worth. I am not a judge of what it was worth.

Q.-- Do you think it was worth as much as \$10320.00 at the time you sold it to Parsons?

A.-- I should say not.

Q.-- Do you think that said land was worth as much as \$5000.00 when you sold it to said Parsons?

A.-- Yes I would think it was, probably worth more than that.

Q.-- At the time you sold said Parsons said land do you mean to say you understood that said Parsons was to release said Pennington on his assignment of said \$8820.00 or was J.L.Pennington's connection with said transaction discussed at all between you and Mr.Parsons?

A.--I have no recollection of any discussion with Mr. Parsons as to John L.Pennington's liability in the matter. I understood that said Pennington had sold out his lien and had nothing further to do with it.



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Obj.-- This question is objected to because it assumes a liability to Parsons by Pennington on account of his assignemtn of said \$8820 lien when in fact there is nothing in the contract (a copy of which is filed with the plaintiff's bill) between said Pennington and Parsons to warrant this assumption.

L.T.Hyatt for plff.

And further this deponent saith not.

Henry Wood

The further taking of these depositions is adjourned to the office of E.W.Pennington, in the town of Pennington Gap, Virginia on to-morrow the 29th day of October 1901.

*This Oct. 28, 1901*

Geo. P. Cridler W.P.

Met pursuant to adjournment at the office of E.W.Pennington in the town of Pennington Gap, Virginia, on the 29th day of October.

Present L.T.Hyatt for plaintiff; and E.W.Pennington for deft. H.Z.Parsons.

A.N.Pennington a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your residence and occupation?

A.-- I live near Domino post office Lee County Virginia, and am a farmer.

Q.2.-- Were you formerly acquainted with the timber on the 1165 a re John L.Pennington Mallett tract of land in the Pockett or any part of it and if so state its value?

Obj.-- The foregoing question is objected to because irrelevant and immaterial and because this witness is a creditor of John L.Pennington seeking to set up rights against lands once owned by M.C.



Parsons who is now dead.

E.W.Pennington for H.Z.Parsons.

A.-- I bought, something like threyyears ago, 252 acres of said tract of land, and sold the chestnut, white oak, red oak and the lynn,cucumber from this part of said land for the sum of \$600.00

Q.3.-- At that time, had or not the poplar timber been removed from said land?

A.--The poplar timber was gone, except a little I suppose that would not sell.

Q.4.-- After the poplar timber was~~x~~ taken off and the timber that you sold off.was there still any variable merchantable timber?

A.-- Yes, there was a good lot of chestnut oak and some hickory, and some other of very small value.

Q.5.-- If I understnad you you are only speaking of the 252 acres of said land which you bought?

A.-- Yes, sir, that is right.

Q.6.-- Please state whether or not in your opinion the timber on that 252 acreswas above or below the average for the whole 1165 acres?

A.-- I guess, outside of the clearedd land it was about on an average, there was a right smart of cleared land. My opinion is there was something like 150 acres of thesaid tract of land cleared, that is the 1165 acre tract.

#### Cross Examination.

X.Q.1.-- Are you acquainted with the 412 acre tract or William A. Parsons tract, mentioned in this cause?

A?-- I am slightly, not very well. I know where it is situated.



X.Q.2.-- State whether your brother Jphn L.Pennington ever lived on said 412 acre tract of land or cultivated any part thereof?

Obj.-- Objected to as immaterial.

L.T.Hyatt, for plff.

A.--He never lived on it, and I don't know whether he ever cultivated any part of it or not.

X.Q.3.-- Where did said John L.Pennington live in October,1894?

A.--I don't know that I can remember dates well enough to tell that.

X.Q.4.-- Do you not know that said J.L.Pennington lived on the 1165 acre Mallett tract of land when the same was sold and the in the chancery cause of R.L.Penninngton against the administrators ~~xxx~~ of M.C.Parsons deceased?

Obj.-- The question is objected to because immaterial and because as a matter of fact said Mallett land never was sold under proceedings in the cause mentioned.

L.T.Hyatt, for plff.

A.--He lived on it when it was sold by a commissioner, but I don't know what cause it was in.

X.Q.5.-- Do you not know that said land was sold by a commissioner after October,1894?

A.-- I suppose it was, but I don't remember the dates.

X.Q.6.-- What interest have you in the litigatiob pending in this cause. Are you not a creditor or a surety of J.L.Pennington claiming to have paid debts for him and asking to be subrogate to the rights of the creditor whom you paid?

A.--I have been paying a lot of debts for John as his security, and I am claiming~~xxx~~ the right to be subrogated to the rights of the ~~creditors~~ whom I have paid.



X.Q.7.-- When did you first hear that J.L.Pennington had contracted with M.C.Parsons for said 412 acre tract of land?

Obj.-- The question is objected to as immaterial.

L.T.Hyatt for plff.

A.--I couldn't recollect, it has been several years ago.

X.Q.8.-- Did you ~~hear~~ of the same before H.C.Jessee and H.J.Russell and H.Z.Parsons bought said 412 acre tract at judicial sales?

Obj.-- Objected to as immaterial.

L.T.Hyatt, for p ff.

A.--That is my recollection, that I did.

X.Q.9.-- Did you take any legal steps to prevent the sale of the same as a creditor of J.L.Pennington?

Obj.-- This question is objected to as immaterial and further because it assumes that the witness was a creditor of J.L.Pennington at the date of said sale when here is nothing in the record or in the foregoing statements of the witness to warrant such presumption.

L.T.Hyatt, for plff.

A.--I did n ot.

X.Q.10.-- Before said 412 acre tract of land was sold at judicial sales you knew that the same had been ordered by Court to be sold did you not?

A.-- I don't remember whether I did or not.

X.Q.11.-- What is the comparative value of lands in the neighborhood of the 412 acre tract of land now and when the same was sold at judicial sales?Is it not a fact that at the time said 412 acre tract of land was sold at judicial sales that lands in that community were very low?

now

A.-- Lands are worth a good deal more ~~then~~ and than they are ~~now~~ then. Lands in that community very very low at that time.



X.Q.12.-- Who cut the ~~timber~~ poplar timber off of the 1165 acre tract of land and for what purpose, if you know?

A.-- I don't know anything about that only by hearsay. I have been informed that W.R.Johnson took the poplar timber of of said tract, but I do not recollect for what purpose. I don't remember to ever have heard my brother John of M.C.Parsons talk about the mattersufficiently well to give a definite answer.

X.Q.13.-- Do you not know it to be a fact that M.C.Parsons got the poplar timber off of said 1165 acre tract of land for the purpose of paying to said M.C.Parsons the notes which M.C.Parsons had at one time assigned to John L.Pennington in part payment of the \$8820. debt on C.E.Mallett ?

Obj.-- This question is objected to because irrelevant and immaterial, and further because the whole matter enquired about has been fully settled and adjudicated between the parties interested and in a Court of competent jurisdiction and have now become res adjudicata. I refer to the suit of John L.Pennington against Ellen Jessees and others and Russell and Jessee administrators against J.L.Pennington lately decided in the Circuit Court of Lee County Virginia.

L.T.Hyatt. for plff.

A.--I don't know enough about that matter to give an answer on it.

X.Q.14.-- Is it not your best impression that such was the case and you got this information from your brother John L.Pennington?

Obj.-- Objected to for reasons stated in the last objection above.

L.T.Hyatt, for plff.

A.-- I don't have any recollection about the matter except in a kind of jumbled way.

X.Q.15-- In your examination in chief you stated that you bought



252 acres of the 1165 acre tract of land, you gave as much as you thought it was worth did you not, at the time you bought it?

A.-- I gave as much for it as I felt willing to pay for it.

X.Q.16.-- Do you know L.M.Zion who gave a deposition in this cause a few days ago?

A.-- Yes, sir.

X.Q.17.-- Is he not a creditor of said John L.Pennington and who also would be benefited like yourself in this cause if said 412 acre tract of land was against put up and sold?

A.--He is a creditor of John L.Pennington, and so far as I know he would derive benefits like myself if said land was again put up and sold.

Re Examination.

Q.-- At the date of the sale by R.L.Pennington to Russell and Jessee of a part of the 412 acre tract of land in February,1897, or of the sale by said Commissioner to H.Z.Parsons of the residue of said tract in December,1898, did you have a judgment against J.L.Pennington, or had you paid for him as his security any judgment?

Obj.-- Objected to because the records will show the date of any judgment had.

E.W.Pennington, for H.Z.Parsons

A.-- I had no judgment myself at that date, but I think I began paying debts for him before that time.

Q.-- About how much had you paid for before February,1897?

A.-- I just don't remember whether I had paid anything before that time or not.

Q.-- On what debt or judgments did you make the first payments for him?



A.-- It was on one of the Pennington Gap Bank debts but I don't remember which one.

And further this deponent saith not.

A. N. Pennington.

William Pennington, another witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age residence and occupation

A.--I am 70 years old, live in the Pockett Lee County, Virginia, and am unable to follow any occupation now.

Q.2.-- Did you formerly own the whole or any part, of the 1165 acre tract of land in the Pockett called in this suit the John L. Pennington Mallett tract?

A.--I did own all of said tract.

Q.3.-- What was the condition of the timber on said land about October, 1894?

A.--The condition of the timber was good then, none of it, or very little had been cut at that time.

Q.4.-- Did you ever examine the timber on said land along about that time with a view to estimating how much timber there was on said tract?

A.-- Only a part of it, that part on Pucketts creek, about 250 acres. As I now remember there was 350 poplar tree 24 inches and up. I sold these trees to Jphn L. Pennington for \$900.00 or \$960. I don't remember which. I took John L. Pennington's note for this sum and have the note yet.

Q.5.-- How did the timber on this 450 acre compare with the timber on the rest of the tract?



A.-- I couldn't say exactly, there was aheap of fine timber on it though.

Q.6.-- About that time, that is about the time of the trade between Nicoll and Parsons did you have any offer from any other person for timber in that community and if so at what price?

Obj.-- The foregoing question is objected to because irrelivant and immaterial.

E.W.Pennington, for H.Z.Parsons.

A.-- Before that time, I cannot say how much before, Cicil Parsons offered to buy all the timber I had, I think at \$3.50 a tree for all 24 inches and up. I had 1500 such trees.

Q.7.-- Give the best estimate you can as to how long this was before the trade between Nicoll and Parsons?

A.-- My best recollection is that it has been about eleven years.

Q.8.-- You refer to poplar trees do you not.

A.-- Yes.

Q.8.-- Were poplar trees in that neighborhood more or less valuable than  
in 1891 ~~ex~~ in 1894?

A.-- My impression is that they had never declined much since that until 1894.

Q.10.-- In 1894 about what was the value of all other timber on s said and than the poplar?

A.-- I Couldn't say that there was any demand right there for it at that time. I was offered ~~at~~ \$0.90 per acre for the cehestnut oak on all my land, this was before 1894, it was about the time I sold my coal right on my land.

Q.11.-- What pther woods and in what quantities as nearly as you can tell, were then growing on said land, I mean in 1894?



A.-- There was chestnut, chestnut-~~oak~~, water-oak, black- oak and red-oak, ash, hichory, lynn, cumumber, beech, dogwood and sourwood and several other verieties. There were good quantities of chestnut, hickory, chestnut-oak, white-oak.

Q.12.-- How far is said 1165 acre tract of land from the L.& N. depot at Pennington Gap?

A.-- Avergae from 4 to  $4\frac{1}{2}$  miles.

Cross Examination.

X.Q.1.-- On the market would said 1165 acre tract have sold for more in 1891 than in 1894?

A.-- I couldn't answer that question.

X.Q.2.-- Is it not a fact that in 1894 hard times had struck the country and lnds in the community in which said 1165 acre tract is could scarcely be sold for one fifth of what they sold for in 1891 ?

A.-- I couldn't answer that question.

X.Q.3.-- In 1894 do you not know it to be a fact that there was financial distress~~x~~ throughout the Country?

A.-- I suppose there was sir.

X.Q.3.-- In 1891 was there not good times and all property real and personal bringing high prices in the community of the 1165 acre tract of land?

A.-- I don't recollect dates well enough to give you an answer.

X.Q.4.-- Was not the 1165 acre tract of land sold to C.E.Mallett and di you not at the same time also sell some to saidMallett?

A.-- I suppose it was sold to C.E.Mallett, but it was some time after that, I could not say how long before I sold any to Mallett.

X.Q.5.-- The land you sold to Mallett, was it not in the same community of said 1165 acre tract?



A.-- It was. What I sold adjoined the 1165 acre tract.

X.Q.6.-- Was not the land you sold to said Mallett sold at a judicial sale for the purpose of enforcing and collecting the purchase money therefor, about the year 1897 or 1898?

A.-- It was sold for the benefit of Cowan McClung & Co., I thought.

Obj.-- Question and answer objected to as being immaterial.

L.T.Hyatt.

X.Q.7.-- Is it not a fact the land that you sold to said Mallett when sold at judicial sale, only brought about one-fifth of the debt which said C.E.Mallett owed on the same?

A.-- It sold for \$3100.00 and Mallett owed me on it near about \$20,000.00. The land did not sell for what it was worth, the timber ~~on~~ on it was worth more than the whole thing sold for.

X.Q.8.-- State whether these lands were higher on the market in 1894 than in 1897 and 1898?

A.-- I couldn't answer that question, I don't know what ,arket you mean.

X.Q.10.-- Were not lands higher in 1897 and 1898 in the community of the 1165 acre tract than in 1894

A.-- I can't answer that question. I was not dealing in lands and don't know what they were selling at.

X.Q.11.-- Were not all kinds of timber lower in 1894 than in ~~any~~ 1897 and 1898 or in anyyear thereafter?

A.-- Couldn't answer that. I didn't pay any attention to it and don't know how it was then. I did know I reckon.

X.Q.12.-- Did you know C.E.Mallett?

A.-- I have seen him, but I never knew him.

X.Q.13.-- How often have you seen him?



A.-- I couldn't answer that.

X.Q.14.-- Have you seen him as many as one dozen times?

A.-- I suppose I have.

X.Q.15.-- State whether he was living in this state at the time J.L.Pennington assigned to M.C.Parsons the \$8820.00 debt on him?

A.-- I couldn't answer that question. I didn't know where he was then.

Obj.-- This question is objected to because it assumes that there was an \$8820.00 debt when in fact there was none.  
L.T.Hyatt for plff.

X.Q.16.-- Had said Mallett left the community of said 1165 acre tract of land previous to the time when said J.L.Pennington assigned to said Parsons said \$8820.00 debt?

A.-- I couldn't answer that question at all. I don't know when he did assign it.

And further this deponent saith not.

*William H. Jennings*

John L.Pennington another witness of lawful age being duly sworn deposes as follows:

Qx The examination of theis witness is objected to because he has been once introduced by the plaintiff without reserving any right to re-introduce him.

E.W.Pennington for H.Z.Parsons.

Q.1.-- Are you acquainted with the 1165 acre tract of land called the John L.Pennington Mallett tract in this suit?

A.-- I am, have been over the mpst of it.

Q.2.-- On October, 1894, how much poplar timber was on said land and  
wObj.wasObjeeted to because irrelivant and immaterial.

E.W.Pennington for H.Z.Parsons.



A.-- To the best of my recollection there was some 800,000 and 900,000 feet log measure, and in addition there was about 150,000 feet distroyed. Me and Parsons finally closed the trade up at \$4.00 per thousand feet.

Q.3.-- What trade do you refer to between you and Parsons?

A.-- The land trade. I sold to Mallett the 1165 acre tract retaining a lien for \$8820.00. I had swapped this lien to Parsons for the 412 acre William A. Parsons tract of land. We had been talking of trading back, and after Parsons ~~xxxxxxx~~ had begun to log the timber on the 1165 acre tract we did trade back, that is I let him have the William A. Parsons tract at \$10.00 are, what I had given him for it, and was to pay him for the 1165 acre tract \$8820.00. He was to take the poplar, cucumber and ash timber off of the 1165 acre tract at the price of \$4.00 per thousand feet on the stump and this was to go as far as it would to pay the difference in price between the two tracts. The balance of the difference in price I was to pay him in money and he was to give me wht time on it I wanted.

Q.4.-- What was the value at that time of the 1165 acre tract outside cucumber and ash of the poplar timber that was on it?

A.-- From \$2.00 to \$3.00 per acre.

Q.5.-- Please state whethr or not before the date of the trade above spoken of whereby you swapped back the 412 acre tract for the 1165 acre tract, the said Parsons told you he had purchased said 1165 acre tract and if so tell what he said?

Obj.-- This question and any answer thereto is objected to because hearsay and because not contemplating any conversation had with said M.C. Parsons in the presence of the defendant H.Z. Parsons.  
E.W. Pennington for H.Z. Parsons.



A.-- The best of my recollection is that he told me that day that he had that tract of land then and that he would trade it back to me

Q.6.-- Did he tell you how he got the land and if so please so state?

A.-- The best of my recollection is that he got it of Nicoll or of the Pockett Company, some way in a trade of the Knob farm and it seems to me like he said he had to give him \$1000.00 or 1200.00 discount.

Q.7.-- Please state whether or not in that conversation or any other conversation with respect thereto said Parsons told you the said 1165 acre tract of land was to be conveyed to him in consideration of the \$8820.00 lien which he held against it and which you had theretofore traded to him?

Obj.-- This question and any answer thereto is objected to because leading. It would have been as easy to have asked the witness what the consideration was and let the witness have told than to have suggested to him the desired answer.

E.W.Pennington for H.Z.P.

Q.8.-- Did said Parsons in this conversation or in any other conversation tell you what consideration he had given for said 1165 acre tract of land, and if so please tell what it was?

Obj.-- This question is objected to because the deed of conveyance of the Pockett Company to said M.C.Parsons on its face shows what the consideration was paid by Parsons to said Company and as no fraud is alleged in the pleadings in this cause (or mistake) said paper cannot be by parol testimony contradicted, varied or altered.

E.W.Pennington, for H.Z.P.

A.-- All the recollection I have about it was that he got the land back in the Knob farm trade. I don't remember what he said he gave



for said land, except that he said he had to give a discount of \$1000.00 or \$1200.00. He said he got that lien released in the trade and that there was nothing against it now.

Q.8.-- In the latter part of your last answer above you say Mr. Parsons got that lien released in the trade. Please state to what lien you refer?

A.-- The lien that I held against Mallett.

Q.9.-- Do you mean the \$8820.00 lien?

A.-- Yes.

Cross Examination.

X.Q.1.-- Where were you living at the time you assigned to M.C.Parsons the \$8820.00 on C.E.Mallett?

A.-- I was living on the 1165 acre tract of land.

X.Q.2.-- Where were you living in October, 1894?

A.-- On the same tract of land

X.Q.3.-- Where was William A.Parsons living on February the 2nd, 1894 and also on October the 6th, 1894?

A.-- I couldn't say just where he was living at this date.

X.Q.4.-- Before M.C.Parsons and said Nicoll made there trade concerning the Knob place was it not agreed between you and the said M.C.Parson, that if he, Parsons, could get from the Pockett Company its interest in the 1165 acre tract said Parsons was to let you have it and you and he recant your contract of February 2nd, 1894, wherein you assigned to said Parsons the Mallett debt of \$8820.00?

Obj.-- This question is objected to because the matter inquired about is res adjudicata, having been determined, as stated in objections heretofore made in these depositions.

L.T.Hyatt for plff.



A.-- It was talked all the time that he was to let me have that place back and I was to let him have the 412 acre place back, that is after he and they were talking of a trade, I don't remember anything about the recanting business.

X.Q.5.-- Soon after said M.C.Parsons did buy or contract ot buy the Pockett Company's interest in said 1165 acre tract of land, did you and he not recant your trade of February the 2nd 1894, you taking your old homestead the 1165 acre tract of land and said Parsons the 412 acre tract of land , you agreeing to seel from off of the 1165 acre tract of land ~~xxx~~ all the merchantable poplar timber and perhaps some other kinds at the rate of \$4.00 per thousand ffeet on the stump in order that said Parsons might be paid back the \$3290.00 which said Parsons had paid you in notes <sup>92</sup> at the time you assitned to him said Mallett debt, and di you not tell Henry Z.Parsons, J.C. Jessee, R.L.Pennington, E.W.Pennington and others at the law office of R.L.Pennington in the town of Jonesville on or about Juhe 1901 that such was the case?

Obj.-- This question is objected to because it assumes to be true things which are in fact not true, and further because it asks about matters which have been already adjudicated as stated in former objection in these depositions. It assumes that M.C.Parsons only owned a cert in interest in the 1165 acre tract of land when in fact he owned the whole of it .

L.T.Hyatt for plff.

A.-- I may have spoke it that way at that time, but I don't know the difference between trading back and recanting.

X.Q.6.-- Had not C.E.Mallet left this state at the time you assigned the debt on him to M.C.Parsons?



A.-- He had left the community, but I don't know where he went to.

X.Q.7.-- Did said Mallett have any property to your knowledge in this state at the time you assigned said Mallett debt to said Parsons?

A.-- He had none that I know of, unless he had an interest in the Pockett Company.

X.Q.8.-- Were not lands in the Pockett Country much lower in price in October, 1894, than at the time you sold said 1165 acre tract to said Mallett?

A.-- I suppose they were. They were not selling for hardly as much, along at that time you couldn't hardly sell at all

The further cross examination of this witness is reserved till a future time.

E.W.Pennington for H.X.Parsons.

Re Examination.

Q.-- If I understnad the matter, you traded M.C.Parsons alien on the Mallett land for the William A.Parsons land, is this correct?

A.-- Yes, sir.

Q.-- Now at the time you and Parsons made the last trade Parsons had become the owner of the 1165 acre Mallett land had he not?

A.-- I supposed he had, he said he had.

Q.-- Then you could not, could you, have traded the \$ 412 tract back for the \$8820.00 lien; but for the land itself?

Obj.-- Objected to because leading, argumentative and asking the witness on a conclusion of law.

E.W.Pennington for H.Z.Parsons.

A.-- I don't know whether I could or not, but I didnt, I traded for the land.

And further the witness saith not.

*E. W. Pennington*



The further taking of these depositions is adjourned to the Clerk's Office of the County Court, at the Courthouse in Jonesville Virginia, on the 1st day of November, 1901.

Given under my hand this the 29th day of October, 1901.

Geo. P. Cridlin N.P.

Met pursuant to adjournment at the office of the Clerk of the County Court at the Courthouse in the Town of Jonesville, Virginia, on the 1st day of November, 1901.

Present L.T.Hyatt for plaintiffs; R.L.Pennington attorney for H.Z.Parsons and C.T.Duncan for administrators of M.C.Parsons deceased.

C.T.Duncan a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Did you ever have in your possession the deed from the Pockett Copmany to M.C.Parsons for hthe John L.Penningt Mallett 1165 acre tract of land?

A.-- I can't say that I ever had sh ch deed in my possession. I have seen such a deed and it was in my of fice on one occasion.

Q.2.-- What became of said deed so far as you know ?

A.-- The deed was brought to my office by Henry Nicoll and perhaps William P.Nicoll was present at the same time, though of this I am not all certain. It was during hthe time of some of the litigation by the administrators of M.C.Parsons against Henry Nicoll in reference to the Knob land. H.J.Russell and J.C. Jessee who were then the administrators of Mr.Parsons' estate were present and the deed of the Pockett Company for the 1165 acres swas delivered to Messrs Russell and Jessee such administrators by Mr. Nicoll or by me as his attorney. ~~They took~~ Ihanderatfoamtoyhaffice and started with it to the Clerk's



They took the deed from my office and started with it to the Clerk's office, as I understood to have it recorded. On the way to the Clerk's office they became, as I understood from them, whether it was proper for them to accept the deed and have it recorded or not. They came back to my office and gave the deed back to Mr. Nicoll, or offered it back, stating their doubts about the advisability of their accepting the deed and I then, as I remember the transaction, advised all three of them, that is Messrs Russell and Jessee and Mr. Nicoll to take the deed to Powells Valley Bank and place it in the vault for safe-keeping, and I thought this was done, but some time ago, perhaps a year ago, I went there with some person, I think Mr. Jessee, and inquired of C.E. Couk Cashier of the Bank if said deed was there. We made some search for it through the papers deposited in the Bank and could not find it.

Cross Examination.

X.Q.1.-- Was this deed that was made by the Pockett Company made prior to or subsequent to the death of M.C. Parsons?

A.-- I cannot answer that question definitely. My best recollection is that it was made very close to the time of Mr. Parsons' death, and that it was dated a few days prior to his death. I do not remember at all in reference to the acknowledgement. It was not delivered to Mr. Parsons in his life time. I am certain from these facts; after the litigation of which I spoke as Mr. Nicoll's counsel I called on him for this deed and sent as I understood to New York for it.

Re Examination.

Nicoll: I will ask you to refer to an answer filed by you for Henry



Nicoll and after inspect the same give if you can more definitely the time when you saw said deed in your affice as above spoken about?

A.-- I have inspected said answer as requested. I see that said answer was prepared, sworn to and filed on the 6th day of June, 1892. This answer is of very little assistance in the way of refreshing my memory as to when I saw said deed. I do not think that said deed was before me at the time this answer was prepared and I know that the time spoken of above be me when said deed was in my office and when it was tendered to Messrs Russell and Jessee was not on a Court day, and my best recollection is that that occurred some time shortly after this answer was filed. My best recollection is that I never had seen that deed when I wrote this answer.

And further this deponent saith not.

G. L. Pennington

George L. Pennington another witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age residence and occupation.

A.-- I am 34 years old, reside near Domino post office Lee County Virginia, and am a merchant and farmer.

Q.2.-- Were you ever present at a public sale of any part of the 412 acre tract of land known as the William A. Parsons land in the Pockett?

A.-- I was present at a public sale when a half interest was sold in said tract of land.

Q.3.-- Did you bid on said land at that time?

A.-- Yes, sir.



Q.4.--About how much per acre did said land bring at that sale?

A.-- My recollection is that the whole land sold at that date sold for one hundred and eighty some odd dollars.

Q.5.-- In your opinion did said land bring a fair price at that sale?

A.-- No. I would have run it higher had it not been for some other parties making signs to me.

Q.6.-- What did you infer from the signs that were made to you and who made said signs?

Obj.-- The foregoing question is objected to because the understanding or inference which the witnesses may have drawn from signs made by by-standers are no evidence.

R.L.Pennington and C.T.Duncan attys.

A.--I don't know the gentleman whom made the signs. I just supposed from these signs that there was something wrong about it.

And further this deponent saith not.

Wit. 1 da \$0.50  
8 mi .32

Geo. L. Pennington

C.E.Couk another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Please state whether or not a deed from the Pockett Company to M.C.Parsons was ever in the possession of the Powells Vally Bank and whether or not said deed is now in the possession of said Bank and if not where it is if you know and state in this connection what position you occupy in said Bank?

A.-- I am cashier of said Bank. My opinion is that the deed referred to was once here. It is not ~~here~~ here now that I know of and who got it I don't know. I have made search for said deed two or three time and cannot find it in the Bank.

And further this deponent saith not.

Wit. 1 da \$0.50

C. E. Couk



A.B.Munsey another witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your official position

A.-- Clerk of the Circuit Court of Lee County Virginia.

Q.2.-- I will ask you to make and file with your deposition a transcript of the record in the suit lately decided in your court entitled John L.Pennington against Ellen Jessee and others and also of the chancery cause lately decided in said court entitled the administrators of M.C.Parsons against J.L.Pennington which was and et al injunction suit.

A.-- I will make copies of the same and file them as requested.

And further this deponent saith not.

*wit. 1 da 50¢*

*A.B. Munsey*

Virginia, Lee County, tow-wit:

I, Geo.P.Cridlin, a notary public in and for the County of Lee and state of Virginia, do certify that the foregoing depositions of John L.Pennington, L.M.Zion, Henry Nicoll, A.N.Pennington William Pennington, John L.Pennington, C.T.Duncan, George L.Pennington, C.E. Couk and A.B.Munsey were taken, sworn to and subscribed before me at the times, places mentioned in the caption and the several adjournments and meetings in pursuance thereto, and for the purpose in the caption mentioned.

Given under my hand this the 1st day of November, 1901.

*Geo. P. Cridlin* N.P.



W. J. M. Stewart &  
S. P. West admr &c.  
of Joseph Ely dec'd.

vs. J. Du Clay.

J. L. Pennington et al

Depositions of:

J. L. Pennington -

H. M. Zion

Henry Nicol - - - 50¢

A. W. Pennington

Wm Pennington

C. T. Duncan

J. L. Pennington - - - 82¢

C. E. Cook. J - - 50¢

A. B. Munsey 50

Geo. P. Criddle N.P.  
Fee for Depo. 12 hrs. \$7.00

Received from Geo P Criddle  
the N. P. before whom taken  
& filed Nov 1st 1901

L. T. HYATT,  
ATTORNEY AT LAW,  
JONESVILLE, VIRGINIA.

A. B. Munsey  
Clerk



COMMISSIONER'S REPORT.

West & Stewart, Admrs. &c.,	Plffs.,	)	
vs.		)	
J.L.Pennington et al.,	Defts.,	)	In Chancery.

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COMMISSIONER'S REPORT.

West & Stewart, Admsrs. &c., Plffs.,	)	
	)	
vs.	)	In Chancery.
	)	
J.L.Pennington et al.,	Defts., )	
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To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned special commissioner, acting under and in pursuance of a decree entered in the above styled cause, in vacation at Big Stone Gap, Virginia, on January 29th, 1902, as modified by decree in said cause at the November term, 1902, having given notice to the parties concerned, as will appear by the notice herewith returned, proceeded on the 11th day of February, 1902, at his office in the town of Jonesville, the time and place designated in said notice, to do and perform the matters and things in said decree set forth and required; and the proceedings having been thenceforward adjourned and continued from time to time, and being at length completed, the result is herewith respectfully submitted.

The commissioner is directed by the aforesaid decree of January 29th, 1902, to take and state an account showing:

I. What lands, if any, other than the tract in controversy in this cause, are subject to the liens asserted herein by the plaintiffs and cross-complainants, and whether said additional lands, if any, are liable before the lands in controversy herein.

II. Whether or not the widow of M.C.Parsons, dec'd, is entitled to dower in the 412 acre tract of land in controversy in this cause.

III. What liens are valid and subsisting liens against the said 412 acre tract, and any other lands which he may report as subject to said liens; the amounts of said liens and their priorities, and the dates of their rendition and docketing; and particularly to report on all matters of subrogation and contribution, which may be involved in the judgment liens.

IV. The rental value of the 412 acre tract in controversy, and any other tracts that he may report liable to the liens involved in this suit.

V. Any other matter specially required by any of the parties to the suit, or which he may deem necessary or pertinent to be reported upon.

In reporting upon the foregoing matters, the commissioner will consider the different points of reference in the order above set forth, and as modified by decree of November term, 1902, and finally he will report upon the regularity of the judgments and of their docketing and indexing.

I. What lands, if any, other than the tract in controversy in this cause, are subject to the liens asserted herein by the plaintiffs



and cross-complainants, and whether said additional lands, if any, are liable before the lands in controversy herein.

The commissioner reports that, so far as the evidence before him is concerned, or the records of deeds of the County go to show, the said J.L.Pennington owns no lands, other than the 412 acre tract, that are subject to the liens sought to be enforced in this cause.

II. Whether or not the widow of M.C.Parsons, dec'd, is entitled to dower in the 412 acre tract in controversy in this cause.

The plaintiffs file before the commissioner a copy of a deed from F.E.Parsons, widow of said M.C.Parsons, to Harve J.Russell et al., dated July 12th, 1895, and recorded in D.B. 31, page 453, on July 15th, 1895, in which said deed the said F.E.Parsons, widow &c., relinquishes and quit-claims to all dower interests in the real estate of her husband M.C.Parsons, of which he was seized during coverture. Hence the commissioner reports that the said F.E.Parsons, widow &c., is not entitled to dower in the 412 acre tract of land in controversy in this cause (See copy of deed herewith filed from F.E.Parsons to Harve J.Russell et al.).

III. What liens are valid and subsisting liens against the said 412 acre tract of land, and any other lands which he may report as subject to said liens; the amounts of said liens and their priorities, and the dates of their rendition and docketing; and particularly to report on all matters of subrogation and contribution, which may be involved in the judgment liens.

The commissioner files herewith, as part hereof, "Statement A", which is a full ~~a full~~ and complete statement of the specific and judgment liens that he considers valid and subsisting liens against the 412 acre tract, subject however to this report further on upon the regularity of the docketing and indexing of said judgments. The amount of each of said liens, the priority thereof, the date of rendition and docketing, the credits, and interest calculated up to March 2, 1902, are fully shown in said "Statement A". Such claims to rights of subrogation and contribution as the commissioner considers established and proper to allow, he reports in said statement immediately in connection with the judgment out of which the right originates.

In order to make this report specific and clear, and to answer fully all the references by the court, the commissioner will take up and discuss each lien separately, and all matters in connection therewith, in the order in which reported in "Statement A".

1st. By decree of the court of Jan. 29, 1902, in this cause, the



#3.

commissioner is directed to report, as the first lien on said 412 acres, the lien for the unpaid purchase money, originally to W.A.Parsons, which lien amounts to the sum of \$315.00, with interest thereon from Jan.1st, 1895. This lien the commissioner reports as the first lien in order of priority in "Statement A", and with interest calculated thereon up to March 2, 1903, the first day of the March term of this court, amounts to the sum of \$469.40, and to this sum he adds the costs of the suit of Wm.A.Parsons vs.J.C.Jessee et al., as directed by decree of the court at the Nov. term, 1902, which costs, as taxed by the clerk, is <sup>31.77</sup>~~\$22.77~~, thus making the total of <sup>5-01/17</sup>~~\$492.17~~, as reported as first lien in order of priority in "Statement A".

2nd. By decree of the court at the November term, 1902, the second lien upon the 412 acre tract is decreed to be the amount remaining unpaid of the \$1500.00, for which a lien was reserved on the 1165 acre tract in controversy in the decree of Nov. 5, 1896, in the two causes brought on to be heard together of M.C.Parsons' Admrs. vs. J.L.Pennington and J.L.Pennington vs. Ellen Jessee. The commissioner ascertains from the proceedings in the chancery cause of the Greer Machinery Co. vs. J.D.Pennington et al., and other causes therewith, that the said 1165 acre tract of land was sold under the proceedings in said causes in four parcels, as follows: (1), four hundred and sixty seven acres, known as the Home place of J.L.Pennington, to A.H.Ely, at the price of \$617.00, (See reports of R.L.Pennington, Comr., filed in said causes May 25 and June 13, 1898, and decree of June 16, 1898); (2), ninety acres to L.M.Zion, at the price of \$112.50, (See the above mentioned report and decree); (3), two hundred and fifty two acres to A.N.Pennington, at the price of \$504.00, (See R.L.P.'s. report filed May 25, 1898, and decree of June 16, 1898); and (4), the residue of said 1165 acres to B.N.Barnett, at the price of \$420.00, (See reports of R.L.P., filed May 25, Nov. 4, and Nov. 15, 1898, and decree of Nov. 17, 1898). The four foregoing sales were made by R.L.Pennington, Comr., along with divers other sales under the same decree in said causes. The gross proceeds of the sales of the 1165 acres, as above shown, is 1653.50. These sales should bear only their proportional part of the costs and commission of sales, and the net proceeds derived from the sales of said 1165 acres should be applied as a cred-



it on said \$1500.00, (which for convenience, and from necessity on account of Comr. Pennington's report not giving dates as to when he applied said payments), the commissioner applies as of the dates of said sales. In order to arrive at the net proceeds of said four sales it becomes necessary to ascertain the gross amount of all the sales made by Comr. Pennington under the proceedings in said causes, the costs of said suits, and the commissions of sales to which he was entitled, and to apportion said costs and commissions among all the sales. The commissioner ascertains that the gross proceeds of all the sales made by Comr. Pennington in said causes, is \$4647.50; that the costs, as taxed by the clerk, is \$288.21, and the commissions of sales, as retained by Comr. Pennington, is \$119.95, making total costs and commissions \$408.16. The commissioner apportions the \$408.16 among all the sales, to ascertain what proportion of the same each sale should bear, and he finds that the sale to A.H.Ely, at \$617.00, should bear \$54.19, of the total costs and commissions; that the sale to A.N.Pennington, at \$504.00, should bear \$44.26; that the sale to L.M.Zion, at \$112.50, should bear \$9.88; and that the sale B.N.Barnett, at \$420.00, should bear \$36.89. Hence the net proceeds of the sale to A.H.Ely is \$617 — \$54.19, or \$562.81; the net proceeds of the sale to L.M.Zion is \$112.50 — \$9.88, or \$102.62; the net proceeds of the sale to A.N.Pennington is \$504 — \$44.26, or \$459.74; and the net proceeds of the sale to B.N.Barnett is \$420 — \$36.89, or \$383.11. But out of the net proceeds of the sale to A.H.Ely, the court, by decree entered in said causes on Nov. 17, 1898, decreed that John L. Carter, Guar. &c., should be paid the sum of \$252.94, with compound interest thereon from the 9th day of Oct., 1889, till paid, and \$1.75 cost. It therefore becomes further necessary for the commissioner to ascertain the balance of net proceeds of the sale of the land to A.H.Ely, after the payment of the amount decreed to said John L. Carter, Guar. &c., which he does and finds the balance to be \$173.53, as of March 22, 1900, as shown by "Calculation 1", herewith filed.

The sales to A.N.Pennington and L.M.Zion, of parcels of said 1165 acre tract, were made on the 17th day of Feb., 1898, and the net proceeds of said sales on that day were 562.36, (\$459.74 + \$102.62), and, since the reports of Comr. R.L.Pennington do not show exactly when these sums were collected and applied to said \$1500.00, the



commissioner considers it proper to apply them as of the day of sale.

It is somewhat difficult from the evidence to arrive at the time when the proceeds of the sale to B.N.Barnett should be applied. The original sale was made to him Feb. 14, 1898, when he paid \$50.00 in cash on his purchase. Deducting from said \$50.00 the sum of \$36.99, his pro rata part of the costs and commissions of sale, and there remains \$13.01, to be applied as a credit on said \$1500.00, as of that date. On July 21, 1898, said Barnett paid \$25.00 in cash, and executed three notes to Comr. R.L.Pennington, amounting to \$195.00, and one note of \$50.00, making a total of \$270.00, which should be credited on said \$1500.00, as of July 21, 1898. On Nov. 15, 1898, said Barnett executed to said Pennington another note for \$50.00, a note for \$5.00, and paid \$45.00 in cash, making in all the sum of \$100.00, to be credited on said \$1500.00, as of Nov. 15, 1898. While it is not exactly proper to give credits for the net proceeds of said sales as of the dates the sales were made, still it is the only way in which the commissioner can arrive at said credits, so far as he is enabled to see.

With the foregoing explanation the commissioner reports that said \$1500.00 is subject to the following credits:

Feb. 14, 1898, \$13.01, + 2/17/'98, \$562.36 =, as of 2/17/'98	\$575.37
July 21, 1898, . . . . .	\$270.00
Nov. 15, 1898, . . . . .	\$100.00
Mar. 22, 1900, . . . . .	\$173.53

The commissioner here refers to "Statement A", for calculation, and where it will be seen that the balance remaining unpaid of said \$1500.00 is \$752.74, as of March 2, 1903, and which is second in order of priority as directed by the decree of the court.

3rd. The next lien reported in "Statement A", and which is third in order of priority, is a judgment in favor of Geo. T. Crider, now deceased, against John L. Pennington. The balance due the Crider estate on this judgment, as of Mar. 2, 1903, is \$37.92, as shown by the judgment lien docket of Lee County. It is claimed by J.L.Pennington that this judgment has been paid, but said Crider being dead, J.L.Pennington is rendered incompetent as a witness to speak in regard to the non-payment of said judgment. Hence there being no competent evidence before the commissioner as to the payment of said judgment, he therefore reports the same as shown by



the records, the Crider estate insisting that said judgment is still due and unpaid. T.J.Ely is now the Admr. of said Crider estate and is entitled to the proceeds of this judgment.

4th. The next lien reported in "Statement A", and which also comes third in order of priority, is a judgment in favor of W.P. Wood vs. J.L. & J.D.Pennington for \$586.80. This judgment was rendered on three notes, one of \$373.24, in which J.L.Pennington was principal and J.D.Pennington was security; one note for \$140.35, and another for \$73.21, in which said last two notes J.D.Pennington was principal and J.L.Pennington was security. On May 19, 1894, a judgment on a forthcoming bond was executed with Wm. Pennington as security, and at the June term, 1894, an execution was awarded on said bond for the sum of \$783.90, to be discharged by the payment of \$391.95. This judgment on the forthcoming bond has been paid in full to said Wood. Wm. Pennington, security on said bond, claims to have paid a county claim of \$169.80, which sum is credited by Comr. Ewing, in his report in the Greer Machinery Case, on Oct. 24, 1894, but B.H.Sewell, attorney for said Wood, in his deposition before this commissioner, testifies that he gave credit for said claim on Dec. 24, <sup>89</sup>1904, which he thinks was about the date he collected said claim. It is contended before the commissioner that said \$169.80 claim was <sup>a loan</sup> ~~made~~ or gift by Wm. Pennington to J.L.Pennington, or in other words, that is was a payment by him on said judgment before he was bound as security, and hence is not entitled to the rights of subrogation. But from the evidence before the commissioner, he is of opinion that said claim must have been delivered to M.R.Kirk, deputy sheriff, after the 19th day of May, 1894, the date said Wm. Pennington became bound on said forthcoming bond, and consequently he is entitled to the rights of subrogation for the sum of \$169.80, with interest on same from Dec. 24, 1894, the date said claim was collected by Atty. Sewell, as nearly as can be ascertained. As shown by report of Comr. R.L.Pennington, of Nov. 1, 1899, there was paid out of the sales of the lands of Wm. Pennington the sum of \$151.88, and to this sum, with interest thereon from Nov. 1, 1899, he is entitled to the rights of subrogation. Wm. Pennington has assigned his rights of subrogation to A.N.Pennington, who here claims the same, and which amount to \$435.51, as of March 2, 1903, as shown by calculation in "Statement A".



5th. The next lien reported in "Statement A", and which is fourth in order of priority, is the judgment in favor of J.M.Olinger vs. J.L. & J.D.Pennington for \$90.00, and \$1.25 cost. J.L.Pennington was the principal in this debt, but the judgment was paid by Comr. R.L.Pennington out of the proceeds of the sale of J.D.Pennington's lands. The amount due on said judgment on May 2, 1900, and paid by said R.L.Pennington, (See statement R.L.P.), was \$131.48, and this sum, with interest thereon from date of payment to March 2, 1903, amounts to \$153.83, as reported in "Statement A". J.D.Pennington has assigned his rights of subrogation to A.N.Pennington, who claims the same before the commissioner.

6th. The next lien reported in "Statement A", and which is fifth in order of priority, is that in favor of E.W.Pennington, Comr. &c. The balance due on this judgment to said Pennington, Comr. &c., as of March 2, 1903, is \$129.33, as shown in said statement.

7th. The next lien reported in "Statement A", and which is also fifth in order of priority, is a judgment rendered in favor of E.S.Harber against J.L.Pennington for \$438.50. A forthcoming bond was given on this judgment with A.N.Pennington as security, and an execution was awarded on said bond at the Nov. term, 1894, for the sum of \$772.90, to be discharged by the payment of \$386.45. This judgment is shown to have been paid in full by A.N.Pennington, security on the forthcoming bond, and he claims to be substituted to the rights of said Harber, which the commissioner thinks proper, and the amount due him as of March 2, 1903, is \$586.76, as shown by calculation in "Statement A".

8th. The next lien reported in "Statement A", which is in the fifth class as to priority, is a judgment rendered in favor of W.P.Zion, Guar. &c., for \$58 .00 &c. As shown by calculation in "Statement A", there remains due to said Zion, Guar. &c., on this judgment, as of March 2, 1903, the sum of \$18.65. But on this judgment there was paid to said Zion Guar. &c., by R.L.Pennington, Comr., out of the sales of the lands of either Wm. or J.D.Pennington, or both, the sum of \$62.16, (See statement R.L.P.), and to this sum, with interest thereon from Jan. 20, 1902, amounting to \$66.32, as of March, 2, 1903, as calculated in "Statement A". A.N.Pennington, assignee to the rights of Wm. & J.D.Pennington, claims subrogation,



and to which the commissioner reports him entitled.

9th. The next lien reported in "Statement A", and which is in the fifth class as to priority, is a judgment in favor of Geo. A. Crabtree vs. J.L.Pennington and E.S.Wax, for \$155.75 &c. Also another judgment in favor of said Crabtree against J.L.Pennington alone, for \$110.63 1/2. In these two judgments J.L.Pennington is principal. A forthcoming bond was given with M.C.Parsons, Geo. W.Peters and James Carter as securities, and on said bond an execution was awarded at the June term, 1894, for \$611.74, to be discharged by the payment of \$305.87 &c. These judgment have been paid to said Crabtree, as in "Statement A", with the exception of \$159.55, as of March 2, 1903, as shown by said "Statement A", and this balance is still due ~~him~~ *his estate*.

10th. The next lien reported in "Statement A", and which is sixth in order of priority, is a judgment in favor of the Greer Machinery Co. vs. J.D., J.L. & Wm. Pennington, for \$272.25 &c. This judgment has been paid in full to said company, but \$20.18 of said payment was made out of the funds in the hands of R.L.Pennington, Comr., arising from the sales of Wm. Pennington's lands, and this sum, the said Wm. Pennington, co-surety with J.L.Pennington, for J.D.Pennington principal, is entitled to recover one-half of the amount paid by him from J.L.Pennington, his co-surety, which said sum, with interest on same to March 2, 1903, amounts to \$12.11, and the said Wm. Pennington having assigned his rights to A.N.Pennington, the said A.N.Pennington is entitled to subrogation to \$12.11, as shown in "Statement A".

11th. The next lien reported in "Statement A", and which is in the sixth class in order of priority, is a judgment on a forthcoming bond for cost in favor of Geo. P.Crider against J.L.Pennington and M.L.Slamp, for \$4.13. This judgment is due to T.J.Ely, Admr. of said Crider estate.

12th. The next lien reported in "Statement A", and which is *in* the sixth class as to order of priority, is a judgment in favor of W.P.Wood vs. J.L. & J.D.Pennington for \$132.50. This judgment has been paid to said wood by Comr. R.L.Pennington out of the funds in his hands arising from the sale of Wm. Pennington's lands in the case of the Greer Machinery Co. vs. J.D.Pennington et al. By reference to exhibit 29, (transcript of judgment), it will be seen



that this judgment is against J.L. & J.D.Pennington, J.L.Pennington being principal and J.D.Pennington his security. In the report of Comr. E.W.R.Ewing, in the cause of Greer Machinery Co. vs. J.D. Pennington et al., said commissioner reported this judgment against J.L., J.D. & Wm. Pennington, and Comr. R.L.Pennington, in disburse- ing the funds in his hands, being guided by the report of said Ew- ing, paid the balance due on said judgment to said Wood out of the funds in his hands arising from the sales of the lands of said Wm. Pennington. Under these circumstances the commissioner holds that the said Wm. Pennington becomes the equitable assignee of so much of said judgment as was paid out of his funds, and is here en- titled to recover the same. The said Wm. Pennington has assigned his rights to A.N.Pennington, who now stands in the shoes of Wm. Pennington, (See calculation in "Statement A"; also report of R.L. Pennington of Nov. 1, 1899).

13th. The next lien reported in "Statement A", and which is in the sixth class as to order of priority, is a judgment in favor of Geo. A Crabtree vs. J.L.Pennington et al. This is a judgment for cost of \$5.13 on a forthcoming bond, and is due W.J.Mileham, Admr. of the estate of said Crabtree; so also is the judgment previous- ly reported herein in favor of Geo. A. Crabtree likewise the proper- ty of said Mileham, Admr. &c.

14th. The next lien reported in "Statement A", and which is seventh in order of priority, is a judgment in favor of H.J.Morgan et al. vs. J.L., J.D. & Wm. Pennington for \$1286.65. As shown by "Statement A", the balance due H.J.Morgan et al. on this judgment, as of Mar. 2, 1903, is \$710.43. On this judgment Wm.Pennington, co-surety with J.D.Pennington, for J.L.Pennington, paid out of the proceeds of the sales of his lands, as shown by the reports of Comr. R.L.Pennington, the different sums as shown in "Statement A", which sums, with interest thereon from Mar.2,1903, amount to \$1494.34, and to this sum A.N.Pennington, assignee, claims subrogation, and to which the commissioner thinks him entitled.

15th. The next lien reported in "Statement A", and which is in the seventh class in order of priority, is a judgment in favor of John D.Morgan vs. J.L. & Wm. Pennington and A.M.Brown for \$100.00. In the deposition of H.J.Morgan, taken before this commissioner,



it will be seen that certain payments have been made by him on this judgment. As shown by reports and statement of Comr. R.L.Pennington, the payments which this commissioner applies to the judgment of H.J. Morgan et al., were made to the said H.J.Morgan by said Comr. Pennington, but the judgment of John D.Morgan, being of equal dignity with the judgment of H.J.Morgan et al., and the said H.J.Morgan having both of said judgment in his hands for collection, he applied a part of said payments to the judgment of John D.Morgan. This commissioner, in "Statement A", has applied the whole of the payments to the judgment of H.J.Morgan et al., as the reports and statement of Comr. Pennington show that said payments were made to H.J.Morgan as a whole, and as no material difference can result in this case.

16th. The next lien reported in "Statement A", and which is in the seventh class as to priority, is a judgment in favor of W.P. Zion, Guar. &c., vs. J.L. & Wm.Pennington on a forthcoming bond for \$4.63.

17th. The next lien reported in "Statement A", and which is in the seventh class as to priority, is a judgment in favor of E.W.Pennington, Comr., vs. J.L. & J.D.Pennington on a forthcoming bond for \$4.13.

18th. The next lien reported in "Statement A", and which is in the seventh class as to priority, is a judgment in favor of E.S. Harber vs. J.L. & A.N.Pennington on a forthcoming bond for \$4.13. This judgment having been paid to said Harber by A.N.Pennington, who was security for J.L.Pennington, he is entitled to the rights of subrogation.

19th. The next lien reported in "Statement A", and which is eighth in order of priority, is a judgment in favor of the plaintiffs, West & Stewart, Admrs. of Joseph Ely, dec'd, vs. J.L. & Wm.Pennington for \$134.00. It is claimed by J.L.Pennington, in his deposition before this commissioner, that he ought to have a credit on this judgment for \$35.00, by reason of certain log hauling done by him for the said Joseph Ely in his lifetime; but as the said Joseph Ely is now dead, the said J.L.Pennington is incompetent to testify as to any payments made by him on said judgment, and there being no other evidence before the commissioner on the point, he accordingly reports the judgment in full as shown by the records, the



plaintiffs insisting that the whole of said judgment is still due and unpaid.

20th. The next lien reported in "Statement A", and which is ninth in order of priority, is the judgment in favor of T.J.Ely, Admr. of Geo. T.Crider, dec'd, vs. J.L.Pennington, Wm. Johnson, James Carter and Sarah Johnson for \$81.35 &c. As shown by the endorsements on the judgment lien docket, the whole of this judgment has been paid to said Admr. by Jas. Carter, who was one of the securities for J.L.Pennington in said judgment; but the said Carter admits before the commissioner that he has been repaid by said J.L. Pennington the amount paid by him on said judgment, with the exception of \$37.50, as of July 21, 1902, and to this sum, with interest thereon from July 21, 1902, he claims the right of subrogation, and to which the commissioner reports him entitled. It is claimed by J.L.Pennington, in his deposition, that about the year 1897, "as best I can get at it", he and said Carter had a settlement, and that he then owed said Carter thirteen dollars and some cents. But the balance on this judgment was not paid to said Ely, Admr. &c., until July 21, 1902, and as the evidence, in the mind of the commissioner, preponderates in favor of said Carter's contention, the commissioner accordingly reports him entitled to \$38.88, as shown in "Statement A".

21st. The next lien reported in "Statement A", and which is tenth in order of priority, is the judgment in favor of the Pennington Gap Bank vs. Wm., J.L. & J.D.Pennington for \$385.80 &c. A.N. Pennington, co-surety with J.L.Pennington, for Wm.Pennington, principal in this judgment, paid the same in full to the Bank, and now claims the rights to recover one-half of his payments off of his co-surety, J.L.Pennington, which the commissioner considers proper, and here refers to "Statement A", for calculation, and which shows amount due A.N.Pennington, as of March 2, 1903, of \$275.91, (See deposition of A.G.Hyatt).

22nd. The next lien reported in "Statement A", and which is in the tenth class as to priority, is a judgment in favor of the Pennington Gap Bank vs. J.L., J.D. & A.N.Pennington for \$150.00 &c. A.N.Pennington, co-surety with J.D.Pennington, for J.L.Pennington principal, paid this judgment to the Bank and is entitled to sub-



rogation to the amount so paid by him, which as shown by calculation in "Statement A", as of March 2, 1903, is \$232.00.

23rd. The next lien reported in "Statement A", and which is in the tenth class as to priority, is a judgment in favor of the Pennington Gap Bank vs. J.L., Wm., and J.D. Pennington and L.M. Zion for \$367.65 &c. L.M. Zion, co-surety with Wm. and J.D. Pennington, for J.L. Pennington principal, having paid this judgment, is entitled to subrogation to the amount paid by him, as shown by calculation in "Statement A", as of Mar. 2, 1903, is \$557.72.

24th. The next lien reported in "Statement A", and which is in the tenth class as to priority, is a judgment in favor of the Pennington Gap Bank vs. J.D. & J.L. Pennington and L.M. Zion for \$300.00. L.M. Zion, co-surety with J.L. Pennington for J.D. Pennington principal, having paid this judgment to the Bank, is entitled to contribution against his co-surety, J.L. Pennington, for one-half of the amount paid by him, which, as shown by calculation in "Statement A", as of March 2, 1903, is \$215.43.

25th. The next lien reported in "Statement A", and which is in the tenth class as to priority, is a judgment in favor of the Pennington Gap Bank vs. J.D., J.L. & A.N. Pennington and L.M. Zion for \$297.20. The balance due said Bank on this judgment, as of March 2, 1903, is \$128.04, (See calculation "Statement A"). The payments on this judgment were made to the Bank by A.N. Pennington, co-surety with J.L. Pennington and L.M. Zion, for J.D. Pennington principal, and he is entitled to contribution against his co-surety J.L. Pennington for one-third of the amounts paid by him, the other co-surety, L.M. Zion, being solvent, (See calculation "Statement A", where the amount shown to be due A.N. Pennington, as of March 2, 1903, is \$100.97).

26th. The next lien reported in "Statement A", and which is in the tenth class as to priority, is a judgment in favor of the Pennington Gap Bank against J.L., J.D. & Wm. Pennington for \$110.02. The amount due the Bank on this judgment, as of March 2, 1903, is \$168.27, (See calculation "Statement A").

27th. The next lien reported in "Statement A", and which is in the tenth class as to priority, is a judgment in favor of W.S. Hurst vs. J.L. Pennington for \$872.08, (See calculation "Statement A", which shows amount due 3/2/'03, of \$1238.14).



28th. The next lien reported in "Statement A", and which is eleventh in order of priority, is a judgment in favor of the Pennington Gap Bank vs. J.L.Pennington, J.F.Skaggs, A.N.Pennington and R.L.Evans for \$100.00. J.L.Pennington is principal in this judgment and the other defendants are securities. The judgment, amounting to \$130.54, on January 14, 1901, was payed off on that day by the securities to the Bank, and they are entitled to subrogation to the amount paid by them on that day, with interest, (See calculation "Statement A", which shows \$147.25, due said securities as of March 2, 1903).

29th. The next lien reported in "Statement A", and which is in the eleventh class as to priority, is a judgment in favor of the Pennington Gap Bank vs. J.L., Wm. & J.D.Pennington and J.F.Skaggs for \$100.00 &c. J.L.Pennington is principal and the other defendants securities in this judgment. The judgment was paid to the Bank by J.F.Skaggs, on Jan. 14, 1901, by the payment of \$130.54, and he is now entitled to subrogation as shown by calculation in "Statement A".

30th. The next lien reported in "Statement A", and which <sup>is</sup> in the eleventh class as to priority, is a judgment in favor of W.S.Hurst vs. J.L.Pennington for \$50.63 &c., (See "Statement A" for calculation, which shows amount due said Hurst as of March 2, 1903, of \$72.14).

31st. The next lien reported in "Statement A", and which is twelfth in order of priority, is a judgment in favor of Orr & Blankenship vs. J.D.Pennington, J.L.Pennington, C.D.Russell, Wm. Pennington and Geo.Hughes for the sum of \$175.00 &c. J.D.Pennington is principal and the other defendants are securities in this judgment. On August 20, 1898, C.D.Russell and Geo. W.Hughes each paid on said judgment the sum of \$86.50, (See deposition of C.D. Russell). Each is entitled to contribution against their co-surety J.L.Pennington for his pro rata part of the amount paid on said judgment by them. J.D.Pennington, principal, and Wm. Pennington, one of the four sureties, are insolvent. So the said C.D.Russell is entitled to contribution to one-third of \$86.50, the amount paid by him on August 20, 1898, with interest thereon till paid. The said Geo. W.Hughes would be entitled to a like recovery, but having recovered from Wm. Pennington before his insolvency, his pro



rata part of said \$86.50, the said Hughes is now entitled to contribution from J.L.Pennington only one-fourth of \$86.50, with interest from August 20, 1898, till paid, (See "Statement A" for calculation as to amount due on March 2, 1903, to said Russell & Hughes, respectively).

32nd. The next lien reported in "Statement A", and which is thirteenth in order of priority, is the judgment of Wheeland Foundry & Machine Works vs. J.L.Pennington for \$1441.86 &c. The balance shown to be due on this judgment as of March 2, 1903, after applying certain credits furnished the commissioner by J.W.Orr, Atty. for the plaintiffs, is \$1518.58, (See "Statement A" for calculation).

33rd. The next lien reported in "Statement A", and which is fourteenth in order of priority, is a judgment in favor of A.M. Brown vs. J.L.Pennington for \$42.49. The amount due on this judgment as of March 2, 1903, is \$58.97, (See "Statement A" for calculation).

34th. The next lien reported in "Statement A", and which is fifteenth in order of priority is three judgments vs. Wm., J.D., J.L. & A.N.Pennington and W.J.Mileham, Admr. of the estate of J.S. Burgan, Sr., as follows: a judgment in favor of Mary E. Landingham for \$833.98, a judgment in favor of Lee Phillips for \$798.88, and a judgment in favor of Jennie Phillips for \$798.88. These judgments have each been paid to the parties. Wm. Pennington is the principal in each of said judgments and the other defendants are securities. A.N.Pennington, one of the securities having made the payments on said judgments as set out in "Statement A", he is entitled to substitution against his co-surety, J.L.Pennington, for one-half of the amounts paid by him, Wm. Pennington the principal and the other co-sureties being insolvent, (See "Statement A" for calculation, and where it will be seen that A.N.Pennington is entitled to \$1143.99, as of March 2, 1903).

35th. The next lien reported in "Statement A", and which is sixteenth in order of priority, is a judgment for costs, of \$11.06, in favor of the American Stave & Cooperage Co., (See "Statement A" for calculation).

The foregoing are all the liens, as shown by the records of the county and the proceedings in this cause, that the commissioner considers proper to report as liens against the 412 acre tract, and it will be seen from "Statement A" that the total sum of all the



liens reported therein, as of March 2, 1903, is \$11674.55, (Transcripts of all the foregoing judgment are filed with the plaintiffs' bill).

In addition to the foregoing judgments there are also filed with the plaintiffs' bill transcripts from the Judgment Lien Docket of the following other judgments, which the commissioner considers paid and not proper to here report: (1), A judgment in favor of the Greer Machinery Co. vs. J.D. & J.L.Pennington for \$402.18 1/2, (See Ex. 24). In this judgment J.D.Pennington was principal and said judgment has been paid by him; (2), A judgment in favor of W.P.Wood vs. J.L.Pennington for \$40.00, (See Ex. 30). This judgment has been paid as shown by J.L.Pennington's deposition and statement therewith filed of settlement with said Wood; (3), A judgment in favor of A.M.Olinger vs. J.L. & J.D.Pennington, (See Ex. 16). This judgment has been paid as shown by the record in the case of Greer Machinery Co. vs. J.D.Pennington et al., and by J.L.Pennington's deposition taken before this commissioner; (4), A judgment in favor of R.L.Pennington for &c. vs. A.N., J.D. & J.L.Pennington and Geo. W.Hughes, (See Ex. 51). In this judgment A.N.Pennington was principal, and the judgment having been paid by him the same should not be reported in this case, it having been paid to said R.L.Pennington by the said A.N.Pennington; (5), A judgment in favor of Emily Stewart and Woodward Stewart vs. J.L.Pennington for \$66.00, (See Ex. 37). It is alleged by the plaintiffs in their bill that this judgment is in effect satisfied and incapable of being enforced. Said Emily and Woodward are made parties to said bill, but they make no defence thereto, and further, the deposition of J.L.Pennington shows this judgment should not be reported; (6), A judgment in favor of Brown & Orr vs. J.L.Pennington for \$130.00, (See Ex. 15). This judgment has been paid as per admission of J.W.Orr, one of the plaintiffs, before the commissioner; (7), A judgment in favor of H.G.Ely vs. J.L.Pennington for \$109.20, (See Ex. 18 & 27). This judgment by some oversight has been placed upon the J.L.D. twice, and the same has been paid to the plaintiff as shown by Execution Book in the Circuit court clerk's office; and (8), There is still another judgment, not marked satisfied upon the J.L.D., in favor of Geo. Brown vs. W.R.Johnson and J.L.Pennington for \$129.88, and this judgment



the commissioner ascertains has been paid. The Execution Book in the Circuit court clerk's office shows that said judgment has been paid in full, (Transcripts of these judgments that the commissioner reports as having been satisfied are filed in the papers of this case).

The question is raised before the commissioner, and he is required to report upon the same, that in cases where subrogation is claimed by reason of payments having been made by securities, that "the parties claiming said subrogation is only entitled to stand in the shoes of the judgment creditor," and that although the security has paid the judgment, interest, cost and commission before hand, he is not entitled to recover interest on the money paid out by him, except in so far as the judgment creditor himself could recover interest. For illustration: On page seven, in "Statement A", is a judgment reported in favor of the Pennington Gap Bank vs. J.L., Wm. & J.D. Pennington and J.F. Skaggs for \$100.00, with interest thereon from the 14th day of January, 1896, till paid, and \$.75 cost. This judgment was satisfied in full on January 14, 1901, by J.F. Skaggs, security, by the payment to the plaintiffs of \$130.54. Now it is insisted before the commissioner that said Skaggs is only entitled to recover \$100.00, with interest thereon from Jan. 14, 1896, and the cost and commission, without interest, instead of recovering, \$130.54, the amount paid by him on Jan. 14, 1901, with interest on the full amount paid by him on that date up to the date of his recovery. The commissioner, acting upon the familiar principle that "Interest follows the principal as does the shadow the substance", as well as by the law, as he understands it from §§2893 & 2895, Code of Virginia, reports adversely to said contention, and gives "Statement A" as his view of the law in reference to the matter. But as the commissioner is required to file a statement with this report giving calculations setting forth the views contended for, he accordingly files herewith "Statement B", which gives calculations according to said view.

IV. The rental value of the 412 acre tract in controversy, and any other tracts that he may report liable to the liens involved in this suit.

The commissioner ascertains that said 412 acre tract has a rental value of \$20.00 per year, (See deposition of H.Z. Parsons taken before this commissioner).



## DOCKETING AND INDEXING--

Under decree of this court of Nov. term, 1902, in addition to the foregoing matters, the commissioner is also required to report upon the regularity of the docketing and indexing of the judgments against J.L.Pennington in the Judgment Lien Dockets of Lee County, Va., under §§3560-1, of the code of Virginia. Filed with the deposition of B.M.Morgan, custodian of the Judgment Lien Dockets of said county, is a <sup>copy</sup> ~~transcript~~ of the index of Judgment Lien Docket #3, under the index letter "P". This <sup>copy</sup> ~~transcript~~ is a full and complete transcript of said index to said volume #3, under the index letter "P", as it appears in said volume. The commissioner files herewith, as part of this report, a copy of the indices to said Judgment Lien Docket #3, under the index letter "P", so far as said indices refer to judgments against J.L.Pennington.

Each of the judgments reported in "Statement A", the commissioner reports have been regularly and properly spread upon the Judgment Lien Docket, as will be seen from transcripts of said judgments filed in the papers in this cause. But the following, which appears from the indices to Judgment Lien Docket #3, under the index letter "P", the commissioner holds is improper indexing:

(Col. 1, line 13),	"Same	"	Brown & Orr	38"
(Col. 1, line 14),	"	"	H.G.Ely	39"
(Col. 1, line 20),	"Same et al"		W.P.Zion Guar &c	51"
(Col. 1, line 33),	"Same et al"		G.A.Crabtree	65"
(Col. 1, line 43),	"Same et al"		Same	154"
(Col. 2, line 7),	"Same	"	Same	154"
(Col. 3, line 12),	"Same	"	Lee Phillips	205"

The judgment of Brown & Orr and the judgment of H.G.Ely have both been paid and are not reported by the commissioner in "Statement A", hence it is immaterial, so far as this case is concerned, whether said judgments are properly indexed or not.

On page 51, J.L.D. #3, is a judgment in favor of W.P.Zion, Guar. &c., vs. J.L. & J.D.Pennington for the sum of \$58.00 &c. On page 85, of said docket, is a judgment on a forthcoming bond in favor of said Zion, Guar. &c., vs. J.L., J.D. & Wm. Pennington for \$161.94, to be discharged by the payment of \$80.89. This forthcoming bond was given on the former judgment. The latter judgment is properly docketed and indexed. The commissioner holds, that, although the first judgment is not properly indexed, the defect, so far as the proceedings in this case are concerned, is cured by



the properly docketing and indexing of the second judgment.

On page 60, J.L.D. No.3, is a judgment in favor of W.P.Wood vs. J.L., J.D. & Wm.Pennington for \$783.90 to be discharged by the payment of \$891.95. But as this judgment has been paid, and is not reported in "Statement A", it is immaterial here whether the same has been properly indexed or not.

On page 65, J.L.D. #3, is a judgment in favor of G.A.Crabtree vs. J.L.Pennington, M.C.Parsons, G.W.Peters and Jas. Carter for \$611.04, to be discharged by the payment of \$305.87 &c. This judgment is on a forthcoming bond, and the cost of \$5.13 is reported in "Statement A", in class sixth as to priority. This judgment is not properly indexed--But as to the materiality of said indexing in this case, see report further on.

On page 52, J.L.D. #3, are two judgments in favor of Geo. A.Crabtree, one against J.L.Pennington individually for \$110.63 1/2, and the other against E.S.Wax and J.L.Pennington jointly for \$155.75. In the indices to said docket is one index, as follows: "Pennington, J.L. " George A.Crabtree 52". That is, there in one index referring to page 52, whereas on page 52 there are two judgments vs. J.L.Pennington--one against him individually, and one against him and E.S.Wax jointly. The question for the commissioner to decide is, is one index, referring to page 52, proper indexing, and sufficient indexing, for two judgments docketed on page 52. The commissioner holds that it is not, and that the index, "Pennington, J.L. " George A.Crabtree 52", is the index to the judgment against J.L.Pennington individually for \$110.63 1/2, and that the judgment against E.S.Wax and J.L.Pennington jointly for \$155.75, is not indexed as to J.L.Pennington--But the materiality of the indexing of this judgment as the commissioner sees it, is of little consequence in this case. The judgment on the forthcoming bond, first above referred to in favor of Geo. A.Crabtree, includes both of said judgments on page 52 of J.L.D. #3. The payments made by the defendants on said judgment on the forthcoming bond are more than sufficient to pay either of said judgments on page 52. The plaintiff has the right to apply said payments to either judgment he may think proper, and he claims the right before the commissioner to apply said payments to the judgment that is not properly indexed.



On page 154, J.L.D. #3, are five judgments in favor of the Pennington Gap Bank, as follows: 1st, A judgment against J.D. Pennington, J.L. Pennington & L.M. Zion for \$300.00 &c.; 2nd, A judgment against J.L., Wm. & J.D. Pennington and L.M. Zion for \$367.65 &c.; 3rd, A judgment against J.L., J.D. & A.N. Pennington for \$150.00 &c.; 4th, A judgment against J.D. Pennington, L.M. Zion, J.L. Pennington and A.N. Pennington for \$279.20 &c.; and 5th, A judgment against Wm., J.L. & A.N. Pennington for \$385.80.

In the indices to J.L.D. #3, under the index letter "P", are these entries, referring to page 154 of said docket:

(C. 1, L. 42)	"Pennington J.L. et al	"	Same	154"
(C. 1, L. 43)	" Same et al	"	Same	154"
(C. 2, L. 1)	"Pennington J.L. et al	"	Pennington Gap Bank	154"
(C. 2, L. 6)	"Pennington J.L. et al	"	Same	154"
(C. 2, L. 7)	" Same	"	Same	154"

Taking these five indices in the regular order in which they appear under the index letter "P", and applying them as referring to the five judgments in the regular <sup>order</sup> in which they are spread upon the docket on page 154, the commissioner holds that the following judgments are not properly indexed: 1st, The judgment against J.L., Wm. and J.D. Pennington and L.M. Zion for \$367.75 &c.; and 2nd, The judgment against Wm., J.L. & A.N. Pennington for \$385.80 &c.--But as to the materiality of the indexing of these judgment in this case, see report further on.

On page 205, J.L.D. #3, is a judgment in favor of Lee Phillips against Wm., J.L. & A.N. Pennington and W.J. Milham, Admr. of the estate of Jno. S. Burgan, Sr., dec'd, for \$798.88 &c.

In the indices to J.L.D. #3, under the index letter "P", is this entry, referring to page 205 of said docket:

(C. 3, L. 12) "Same " Lee Phillipps 205".

The commissioner holds that this latter judgment is not properly indexed--But as to the materiality of the indexing of this judgment, in this case, see report further on.

#### THE MATERIALITY OF THE DOCKETING AND INDEXING, IN THIS CASE--

It is contended before the commissioner that it is immaterial, so far as the proceedings in this case are concerned, whether the judgments reported in "Statement A" are docketed and indexed or not, because, as the contention is, the defendant, H.Z. Parsons, had actual notice of said judgments before the recordation of his deed to the 412 acre tract of land in controversy. The commission-



er holds that "the lack of an index is not material as to a party who has actual knowledge of the instrument". The Code of Virginia (§§3567 & 3570) makes every judgment for money rendered in this state against any person, a lien on all the real estate of or to which such person is or becomes possessed or entitled, at or after the date of such judgment &c.--whether docketed or not, (See Rhea et als. vs. Preston, 75 Va., 757; Gurnee vs. Johnson's ex'or et als., 77 Va., 712; Hurst's Digest Vol. IV, p. 642 &c.).

As between judgment creditors it is immaterial whether the judgments are docketed and indexed or not, (See 76 Va., 694). It is only as to bona fide purchasers, for valuable consideration, without actual notice of the judgment, that a judgment must be properly docketed and indexed, in order to preserve the lien upon the real estate in his hands, (See above cases, and Barton's Chy. Pr., §310, p. 1060 and notes). So the material question is, did the defendant H.Z.Parsons, have actual notice of said imperfectly indexed judgments? The amended bill of the plaintiffs in this case was filed before the deed from J.L.Pennington to the heirs of M.C.Parsons, conveying the 412 acre tract, was admitted to record, (See copy of deed filed in the papers of this cause, which shows date of recordation to be Feb. 24, 1902), and ~~with~~ with said bill are filed transcripts of all the judgments sought to be enforced against said 412 acre tract as exhibits. The heirs of M.C.Parsons, and the defendant, H.Z.Parsons, were made parties to said bill, duly summoned, and the said H.Z.Parsons appeared and answered said bill, and in his demur and answer he used this language: "For the additional reason that the complainant's amended bill files with it copies of the various judgments as docketed in the judgment lien docket, which ought to be stricken out for such encumbers the record in this case, and will eventually incur unnecessary costs".

Notice to the attorney is notice to the client, when the knowledge to the attorney is gained in the course of the same transaction in which he is employed by his client, (See Barton's Chy. Pr., p 1056 &c.). All this was before the recordation of the deed from said J.L.Pennington to said M.C.Parsons' heirs. The commissioner therefore holds that said H.Z.Parsons had actual notice of said judgments, and it is immaterial, as to this case, whether said judgments are properly indexed in the Judgment Lien Docket or not.



#21.

V. He shall report on any other matter specially required by any of the parties hereto, or which he may deem necessary or pertinent to be reported upon.

And now having answered all the matters referred by the court, or specially required by any of the parties to this cause, and not himself deeming <sup>it</sup> necessary or pertinent to report upon any additional matter, the commissioner, after filing herewith the depositions taken before him and all the papers and evidence considered, here respectfully submits this his ~~his~~ report, this Feb. 2nd, 1903.

.....*A. M. Goins*.....  
Special commissioner.

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Fee for this Report, \$ 200<sup>00</sup>

Fee charged to West & Stewart, Admrs. &c.

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 270 hours, in performing the services for which the fee above stated is charged, and do so certify, this 2<sup>nd</sup> day of Feb., 1903.

*A. M. Goins.*  
Special Commissioner.



"CALCULATION 1"FILED WITH COMMISSIONER'S REPORT.

Net amount of sale to A.H.Ely, . . . . .	\$562.81
Int. on same from 1/17/'98 to 11/23/'98, . . . . .	28.70
Amount of sale 11/23/'98, . . . . .	<u>\$591.51</u>
By amount paid Carter 11/23/'98, . . . . .	240.00
Balance 11/23/98, . . . . .	<u>\$351.51</u>
Int. on same from 11/23/'98 to 11/1/'99, . . . . .	19.80
Amount due 11/1/'99, . . . . .	<u>\$371.31</u>
By amount paid Carter 11/1/'99, . . . . .	134.36
Balance 11/1/'99, . . . . .	<u>\$236.95</u>
Int. on same from 11/1/'99 to 3/22/'00, . . . . .	5.57
Amount due 3/22/'00, . . . . .	<u>\$242.52</u>
By amount paid Carter 3/22/'00, . . . . .	68.99
BALANCE TO BE APPLIED TO \$1500, Mar, 22, 1900, . . . . .	<u><u>\$173.53</u></u>



West & Stewart Admrs, &c.

vs. { Comr's Report.

J. L. Pennington et al.

Filed Feb. 2, 1903,

A. B. Munsey Clerk

Comr's Fee, \$200<sup>00</sup>



# Land Sale.

Pursuant to a decree of the Circuit Court for the County of Lee, rendered on the 9th day of March, 1903, in the chancery cause therein pending entitled:

**WEST & STEWART, Admrs. &c., vs. J. L. PENNINGTON et als.**

the undersigned special commissioner will make sale, either publicly or privately, of a certain tract or parcel of land, lying and being in the County of Lee, in that section of country called the "Pocket", on Straight creek, near the headwaters thereof, and on the south side of Little Black Mountain, in Miller's Cove, being the same boundary of land which was conveyed by Wm. A. Parsons and others to the heirs of M. C. Parsons by deed dated the 25th day of April, 1895, and recorded in Lee County Deed Book No. 35, page 181, to which reference is made for a full and complete description, by metes and bounds, the said tract containing

**Four hundred and twelve acres**

according to a survey made by John P. Graham, now deceased, some years ago.

**Said land is valued principally as a COAL PROPERTY.**

The terms of sale are one third cash, and residue of purchase price to be paid in one and two years in equal installments, deferred payments to bear six per cent interest, and the purchaser will be required to give his notes with good security for the deferred payments, and the title to the land will also be retained as a further security for said deferred payments.

Private bids will be received at any time, but if public sale is made, same will be held at the front door of the court-house of Lee county, on the 18th day of May, 1903, by public auction to the highest and best bidder.

*L. T. HYATT,*

*Special Commissioner.*

VIRGINIA, LEE COUNTY, to-wit:

I, A. B. MUNSEY, Clerk of the Circuit Court for said county, do certify that the bond required by the above mentioned decree of sale has been executed before me by said commissioner.

Given under my hand this the 16th day of April, 1903.

*A. B. MUNSEY, Clerk.*



To the Honorable H. A. W. Skeen, Judge of the circuit court for Lee County, Virginia:

Having been appointed a Special Commissioner by a decree rendered by the circuit court of Lee county, on the 9th day of March, 1903, in the chancery cause therein pending, entitled "West & Stewart, Admrs. &c. vs. J. L. Pennington, et al.", and as such directed to make sale, either publicly or privately, of the tract of land, called the Wm. A. Parsons 412 acre tract, I now respectfully report that I have executed the said decree in the following manner:

First: I executed the required bond before the clerk of this court and a copy of said bond is on file among the papers of this cause;

Second: I advertised the sale of said land by having posters, or hand bills, printed, and posted and scattered generally throughout the county, and sending a number by mail to various persons, firms and corporations interested in coal property. I posted one of the said notice at the front door of the court-house, another at the Post-office in the town of Pennington Gap, and two others in the neighborhood of the land, as required by said decree. One of said hand-bills is hereto attached as a part of this report.

Third.--I never attempted to make a public sale of the property because I thought a more advantageous sale could be made privately. Up to the time the public sale was advertised I had only received three bids, none of which exceeded \$3300.00, and I believe if I had offered the land publicly at that time, I would not have received a better bid than \$3300.00.

I kept trying to find better bidders, mostly by correspondence, with persons interested in the coal business, until finally Mr. W. B. Emmert made me an offer of \$12.50 per acre, the acreage to be ascertained by actual survey; and I told him to have the land surveyed and that I would report a sale to him at that price if no better bid should be received in the mean time. According to the survey made by Mr. Thompson the tract contains 383 acres, by horizontal measurement, and at \$12.50 per acre comes to \$4787.50. I therefore respectfully report a sale of said land to W. B. Emmert at the price of \$4787.50: and he



West & Stewart, Advers.  
v { In Chancery.  
J. L. Pennington et al

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Report of L. T. Hyatt,  
Comm. of Gate to W.B.  
Emmett.

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Filed August 6th 1903.  
A. B. Muncey Clerk

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West & Stewart, Admrs, &c., )  
vs. ) In Chy.  
J.L.Pennington et al., )  
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STATEMENT OF PART OF JUDGMENT LIENS.

"STATEMENT B".



"STATEMENT B" WITH COMMISSIONERS REPORT.

(In this Statement the Commissioner considers only the judgments in which the points of difference insisted upon arise).

(4TH IN ORDER OF PRIORITY).

To judgment in favor of J.M.Olinger &c., (See Ex. 32), for	\$ 90.00
" Int. from 9/11/'93 to 3/2/'03, . . . . .	51.17
" Cost, . . . . .	1.25
To amount due 3/2/'03, . . . . .	<u>\$ 142.42</u>

(IN 5TH CLASS AS TO PRIORITY)

To judgment in favor of W.P.Zion, Guar. &c., (See Exs. 21 & 35) for . . . . .	\$ 80.89
" Int. on same from 8/18/'94 to 4/24/'95, . . . . .	3.82
" Amt. due 4/24/'95, . . . . .	<u>\$ 84.21</u>
By credit 4/24/'95, by J.L.Pennington, . . . . .	27.50
To balance due 4/24/'95, . . . . .	<u>\$ 56.71</u>
" Int. from 4/24/'95 to 3/2/'03, . . . . .	26.73
" Amt. as of 3/2/'03, . . . . .	<u>\$ 83.44</u>
By amt. shown to be due Zion, as per "Statement A", . . . .	18.65
To amt. due A.N.Pennington, assignee &c., . . . . .	<u>\$ 64.79</u>

(7TH IN ORDER OF PRIORITY)

To judgment in favor of H.J.Morgan et al., (See Ex. 33), for	\$1286.65
" Int. from 3/23/'94 to 3/2/'03, . . . . .	690.29
" Cost at law, . . . . .	9.96
" Amt. due 3/2/'03, . . . . .	<u>\$1986.90</u>
By amt. due H.J.Morgan per "Statement A", . . . . .	710.43
To amt. due A.N.Pennington, assignee &c., . . . . .	<u>\$1276.47</u>

(10TH IN ORDER OF PRIORITY)

To judgment in favor of Pennington Gap Bank, (See Ex. 44), for, . . . . .	\$ 385.80
" Int. on \$185.80 from 1/26/'97 to 3/2/'03, . . . . .	68.00
" Int. on \$200.00 from 2/ 6/'97 to 3/2/'03, . . . . .	72.87
" Cost on judgment, . . . . .	9.16
" Amt. due 3/2/'03, . . . . .	<u>\$ 535.83</u>
To one-half of above due A.N.Pennington, assignee &c., . . .	<u>\$ 267.91</u>
To judgment in favor of Pennington Gap Bank, (See Ex. 45), for, . . . . .	\$ 150.00
" Int. on same from 2/25/'96 to 3/2/'03, . . . . .	63.17
" Cost on judgment, . . . . .	9.16
To amt. due A.N.Pennington, assignee &c., . . . . .	<u>\$ 222.33</u>
To judgment in favor of Pennington Gap Bank, (See Ex. 41), for . . . . .	\$ 367.65
" Int. on same from 3/1/'96 to 3/2/'03, . . . . .	154.47
" Cost on judgment, . . . . .	9.76
To amt. due L.M.Zion, assignee &c., 3/2/'03, . . . . .	<u>\$ 531.88</u>
To judgment in favor the Pennington Gap Bank for . . . . .	\$ 300.00
" Int. from 1/6/'97 to 3/2/'03, . . . . .	110.80
" Cost on judgment, . . . . .	9.16
To amt. 3/2/'03, . . . . .	<u>\$ 419.96</u>
" One-half of above due L.M.Zion, assignee &c., 3/2/'03, . .	<u>\$ 209.98</u>



#2.

To judgment in favor of Pennington Gap Bank, (See Ex. 42), for . . . . .	\$ 297.20
" Int. from 1/6/'97 to 3/2/'03, . . . . .	109.77
" Cost on judgment, . . . . .	9.76
" Amt. 3/2/'03, . . . . .	<u>\$ 416.73</u>
By amt. due Bank 3/2/'03, as per "Statement A", . . . . .	123.04
To balance 3/2/'03, . . . . .	<u>\$ 288.79</u>
To 1/3 of above due A.N.Pennington, assignee &c., 3/2/'03, . . . . .	<u>\$ 96.23</u>
(11TH IN ORDER OF PRIORITY)	
To judgment in favor of Pennington Gap Bank, (See Ex. 47), for . . . . .	\$ 100.00
" Int. from 1/14/'96 to 3/2/'03, . . . . .	42.80
" Cost on judgment, . . . . .	.75
To amt. due securities 3/2/'03, . . . . .	<u>\$ 143.55</u>
To judgment in favor of Pennington Gap Bank, (See Ex. 48), for . . . . .	\$100.00
" Int. from 1/14/'96 to 3/2/'03, . . . . .	42.80
" Cost on judgment, . . . . .	.75
To amt. due J.F.Skaggs, 3/2/'03, . . . . .	<u>\$143.55</u>
To judgment in favor of Mary E. Landingham, (See Ex. 56), for . . . . .	\$ 633.98
" Judgemnt in favor of Lee Phillips, (See Ex. 57), for . . . . .	798.88
" Judgment in favor of Jennie Phillips, (See Ex. 55), for . . . . .	798.88
" Int. on \$2231.74 from 3/1/'95 to 6/16/'98, . . . . .	440.77
" amt. due 6/16/'98, . . . . .	<u>\$2672.51</u>
By \$31.05 + \$26.46 + \$760.98 (by Wm. Pennington & his land sales), . . . . .	\$ 818.49
To balance 6/16/'98, . . . . .	<u>\$ 854.02</u>
" Int. from 6/16/'98 to 6/6/'01, . . . . .	330.63
" Cost of suit, . . . . .	104.28
" Amt. due 6/6/'01, . . . . .	<u>\$2288.93</u>
By \$89.19 + \$61.98 + \$104.28, (By Burgan Est.), . . . . .	255.45
To balance due 6/6/'01, . . . . .	<u>\$2033.48</u>
" Int. on \$18.54.02 from 6/6/'01 to 3/2/'03, . . . . .	193.44
To amt. due 3/2/'03, . . . . .	<u>\$2226.92</u>
To 1/2 of above due A.N.Pennington, co-surety, 3/2/'03, . . . . .	<u>\$1113.46</u>

The foregoing calculations set forth the claims of the opposing parties to "Statement A", as accurately as the commissioner is enabled to arrive at the matters from the evidence before him.

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West & Stewart, Admins.  
vs. { "Statement B" with  
Comrs Report.

J. L. Pennington et al.

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Partial List of Judg-  
ment Liens.

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Parsons' Admrs. vs, J.L.Pennington.

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R E C O R D .  
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VIRGINIA:

Pleas before the circuit court of the County of Lee, at the court-house thereof, on the 5th day of November, 1896.

Be it remembered, that heretofore, to wit, on the 3rd day of September, 1895, came J.C.Jessee and H.J.Russell, administrators of the estate of M.C.Parsons, deceased, by their counsel, and presented to the said court, their bill for injunction, which bill is in the words and figures following, to-wit:

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Bill.  
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To the Hon.W.T.Miller, Judge of the circuit court of Lee county, Virginia;

Your orators J.C.Jessee and H.J.Russell administrators of the estate of M.C.Parsons deceased, who humbly complaining would respectfully represent, That one J.L.Pennington sets up claim to & asserts that he had a contract with complainants intestate during his lifetime for a boundary of poplar timber situated on a farm belonging to the said M.C.Parsons in what is known as the Pocket country and commonly known as the Mallett land. This contract, if any such existed, was not in writing so far as your complainants know. The said Pennington had before the death of the said M.C.Parsons partly executed this contract, as he alleges, by having cut portions of



said timber and at the time of said Parsons death and since has continued to further execute the same by continuing to cut and market said timber.

This contract, if any such existed was & is alleged by said Pennington to be for the payment of \$4.00 per M feet stumpage measured in the log by the ordinary rules of log measure, being that of Scribner, and was and is paid for before said timber shall have been sold, marketed & sent away. In the execution of this contract the said J.L.Pennington has cut and put upon the saw yard of J.D. Pennington near Salem church in said county, about 200 thousand feet of logs cut & removed from the Mallett lands aforesaid. Of this two hundred thousand feet of logs about one hundred & twenty five thousand feet of sawed lumber has been manufactured into boards & placed on stick on the yard aforesaid, about seventy five thousand feet of said logs remain unsawed on said yard. There is remaining on the said Mallett land about fifty thousand feet or more of trees and logs, which the said Pennington claims the right to cut & remove.

The said Pennington (J.L.) hauls the said logs to the said saw yard, entrusts the measurement thereof to his brother J.D.Pennington, who manufactures the same and sells & markets all the lumber Nos. 1 & 2 & fails to pay your complainants the stumpage, provided for in said contract as he claims it. The said J.L.Pennington insists on his right to do so & drive your complainants to realize their pay from the cull boards & refused lumber left on said yard after the marketing Nos. 1 & 2.

Your complainants deny that there is any such contract as alleged by the said J.L.Pennington and now sought to be carried out



in the manner aforesaid.

They further allege that said J.L. Pennington is now insolvent & financially worthless, so that if he is permitted to cut & remove said lumber and market the same, your complainants will be without remedy to recover the amount due them by the said J.L. Pennington's own showing. They do not admit that there was any contract other than that there should be a fair measurement of said logs when cut and the payment of \$4.00 per M feet and that said Parsons had & held on said logs & lumber a lien therefor & that the same should be paid before the removal of said lumber from this Commonwealth. This they believe to be in substance the contract and thus construed they are willing for its enforcement.

They allege that the said J.L. Pennington has sold part thereof & shipped it beyond the limits of this Commonwealth, that he has failed neglected & refused to pay the stumpage thereon, that he threatens to manufacture sell & remove beyond the limits of this Commonwealth the residue of said lumber and that he refuses to allow the same to be shipped by disinterested persons & the stumpage thereon to be received and paid over to your complainants, but insists on the entire proceeds being received by and intrusted solely to him.

Your orators insist that their stumpage should be paid before shipment and should be fairly ascertained by disinterested persons, but they are willing and have offered, so as not to impose any burden on said Pennington, that said lumber may be placed in the hands of any solvent & reliable person to be by him shipped in his name to any person or persons to whom the said J.L. Pennington may have contracted the same and out of the proceeds their stumpage be first paid & the residue turned over to the said Pennington. To all these reasonable propositions the said Pennington continually refused &



your orators know no reason for such refusal, unless the said J.L. Pennington contemplates taking advantage of his insolvency.

Your orators are advised that they have no adequate remedy at law and are relievable only in a court of equity, where matters like this involving long and intricate accounts are settled and adjusted.

The object of this bill, therefore is to have the said Pennington enjoined and inhibited from selling, and removing the lumber manufactured from said timber and logs or to be hereafter manufactured from said timber & logs, or from removing the same from the limits of this Commonwealth until their stumpage be fully paid, that the amount of their stumpage be ascertained by taking an account thereof, & that the amount thus found due them (& for which they have a lien as they allege ) be enforced & so much of said lumber be sold as may be necessary to pay the same.

To effect which they pray that J.L. Pennington be made a party to this Bill and answer the same, but not upon oath that being expressly waived, and that said J.L. Pennington be enjoined from selling & disposing of said lumber on said yard or hereafter put thereon, manufactured from the timber from the Mallett land aforesaid, that accurate account of said logs and lumber be taken and the amount due your orators ascertained, that their said lien be enforced & so much of said lumber may be sold as may be found necessary to pay their said debt.

And if found necessary that a receiver be appointed to take charge of & sell & dispose of said lumber. But if mistaken as to the mode & manner of their relief, then for all other further & general relief. May supa issue &c.



Virginia, Lee County to wit:

This day H.J.Russell personally appeared before me the undersigned and made oath that the facts stated in the foregoing Bill, so far as made upon his own knowledge are true and so far as made upon information derived from others he believes them to be true. Given under my hand, this Aug.29<sup>th</sup> 1895.

A.E.Munsey, clerk.

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Whereupon the Judge of said court made the following order:

Injunction granted pursuant to the prayer of the bill enjoining and inhibiting J.L.Pennington his agents, employees or attys. from selling, removing, or disposing in any way of the plank, boards, logs or trees taken from the Mallett land or now on the said yard of J.D. Pennington on said land or elsewhere until the future order of this court. But this injunction not to be effective until the plaintiffs execute bond with good security before the clerk of this court in a penalty of \$800.00, conditioned according to law. Sept.3rd,1895.

W.T.Miller,

Judge Lee Circuit Court.

To the Clerk of the Circuit Court Lee Co.

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And at another day, to-wit:

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Decree.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof on the 15th day of November, 1895.



M.C.Parsons' Admrs.

v.

In Chy.

J.L.Pennington.

This cause came on this day to be heard upon the Bill of the plff and answer of the defendant, and exceptions thereto and was argued by counsel.

On consideration whereof the court is of opinion and doth adjudge, order and decree that exception no, one so far as it relates to trees now standing on the Mallett land, is well taken and so far as it relates to logs trees & lumber already cut or removed is overruled-- and the second exception is overruled. And the said John L. Pennington is perpetually enjoined from further cutting timber from said Mallett land--And the plff replys generally to the answer of the defendant & the cause is continued.

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Answer of J.L.Penníngton  
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To the Honorable W.T.Miller, Judge of the Circuit Court of Lee County:

The demurrer and answer of John L.Pennington to a bill of injunction exhibited against him in this Honorable court by H.J.Russell and J.C.Jessee, Administrators of the estate of M.C.Parsons, deceased.

Respondent says that he is advised that said bill is not sufficient in law to call upon him to answer in this honorable court, and he demurs thereto and prays judgment of his said demurrer.

Should other and further answer be required of him, answering, he says: that he admits that he sets up claim to and that he had a contract with M.C.Parsons in his lifetime for a lot of Poplar tim-



ber situated in the Pocket country on a part of what is commonly called the Mallett lands, it is true that this contract was and is not in not in writing, the terms of this contract was as follows, the said Parsons first sold to one William R. Johnston all the Merchatable Poplar Ash and Cucumber timber on the 1165 acre Mallett tract of land above 16 inches in diameter, at the price of four dollars per thousand feet, afterwards by a mutual agreement between the said Parsons Johnston and your respondent, it was agreed that this respondent should have all the timber of the aforesaid character on a certain described portion of said land and to pay therefor the sum of \$4.00 per thousand feet, the boundary of land on which respondent was to have the timber as aforesaid was estimated then to have on it about 200,000 feet of lumber, but as it now appears it will have on it something like 250,000 feet, it was a further stipulation of said contract that your respondent was to cut said timber haul it to the mill of James D. Pennington, a brother of this respondent, that the said James D. Pennington was to measure said logs, keep the measurement thereof, saw said logs into boards or lumber, ship the same to market, sell it and when he received the returns therefrom, to pay the said Parsons \$4.00 per thousand feet for the logs from which the lumber thus sold was sawed. This contract was partly executed in the lifetime of the said Parsons, your respondent had cut and hauled to the mill of the said J.D. Pennington 50,000 or more feet of said timber, and was at the said Parsons death actively engaged in carrying out said contract, and he has continued in the work from that time up to the granting of the injunction in this case, and he has altogether, both before and since the death of said Parsons cut and hauled to said mill 172,315 feet. It is true that that said



logs were to be measured by Scribners rule, in the log but it is not true that said timber was to be paid for before said timber or rather lumber, was sent away and marketed, it is not true that respondent has cut and removed 200,000 feet of logs from said land, but only the amount stated above, of this amount of timber cut and removed from said land, there has been sawed into lumber 116,599 feet, leaving yet at said mill unsawed 55,720 of logs unsawed, these logs ought to be sawed into lumber at the earliest day possible, as they are liable to and will soon injure. Respondent thinks it is true that there is yet remaining on said boundary of the Mallett land, from which he has under his contract the right to cut and remove timber, about fifty thousand feet. Of the lumber thus sawed there has been shipped all but some forty thousand feet and there has been paid thereon to the administrators the following sums, \$88.00 by J.P.Ely, \$83.86 by N.L.Johnson, \$19.54 by J.D.Pennington, \$45.86 by A.Johnson, \$88.90 by Joseph Lawson, \$15.00 by respondent, \$50.00 agreed to be paid by P.B.Cecil out of work he is now doing in building a house for J.C. Jessee, one of said administrators. And at the time said injunction was granted, the said J.D.Pennington had on Board cars a part of said lumber out of which the said complainants were to be paid \$50.00 It will thus be seen that respondent has paid to said complainants more than they were entitled to under said contract, that is, more than was due them, at the time they sued out their injunction.

Respondent admits that he cuts and hauls the said logs to the saw-yard; that he entrusts the measurement to his brother, J.D.Pennington, who manufactures the same and sells and markets all the lumber, and respondent does this because it is in exact accordance with the contract, but respondent denies that he has failed to pay the stumpage provided for in said contract. Respondent admits that he



is not a rich man, but he denies that he is insolvent and financially worthless, and he denies that if said lumber was marketed that complainants would be without remedy to recover the amount due. Respondent denies that the said Parsons had any lien upon said lumber entitling him to payment of the stumpage before said lumber was shipped to market. It is not true respondent has shipped said lumber, but it is true that the said J.D. Pennington has shipped the same as hereinbefore stated, but he denies that he has failed refused and neglected to pay the stumpage on the lumber shipped, but instead thereof he has paid more than the parties were <sup>entitled</sup> ~~entitled~~ to under said contract. He denies that the stumpage should be paid before shipment. He admits that he is insisting on his right to cut the remainder of said timber and manufacture it into lumber along with that already on the saw yard and have the same shipped by said J.D. Pennington in accordance with said contract. And now having answered said bill as fully as he is advised it is material to answer the same, and here expressly denying every allegation of said bill, not hereinbefore admitted or denied, he prays that said injunction be dissolved and that he recover his costs.

Duncan & Hyatt, and B.H. Sewell, P.D.

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And at another day, to wit:

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Decree.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on the 7th day of March, 1896.



M.C.Parsons' Administrators

Plaintiffs.

vs.

In Chancery.

J.L.Pennington,

Defendant.

This cause came on again this day to be further heard on the papers formerly read and was argued by counsel, and the court deeming it necessary from the allegations of the bill and answer that a receiver should be appointed to take charge of and ship the lumber already sawed, and to have the logs already cut and removed from said land, sawed into lumber, and the lumber sold, and each of said parties consenting thereto, on consideration thereof it is adjudged ordered and decreed that A.G.Hyatt, who is hereby appointed a receiver for the purpose, do take charge of said logs and lumber, have said logs sawed into lumber and sell the same and the lumber already sawed to the best advantage, and hold the proceeds thereof subject to the future order of the court, but before acting hereunder said receiver will execute bond in the penalty of six hundred dollars conditioned according to law. Said receiver will also ascertain the amount of stumpage to which the estate of the said M.C.Parsons is entitled for timber cut from the lands in the bill and proceedings mentioned, how much has been paid thereon, and the amount, if anything, still due. Before making said settlement, said receiver will give notice to each of said parties of the time and place of his sittings; he will hear any proper evidence offered by either party, and report his action to the next term of this court, and the cause is continued.

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And now, at this day, to wit:

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Decree Final.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on the 5th day of November, 1896.

M.C.Parsons' Admrs.	Plaintiffs	
vs		In Chancery
J.L.Pennington,	Defendant.	

A N D

J.L.Pennington,	Plaintiff,	
vs.		In Chancery.
Ellen Jessee et als.	Defendants.	

On motion of the plaintiffs in each of the above styled causes they are brought on to be heard together. And thereupon said causes coming on together to be heard upon the papers formerly read in each of said causes, and the report of G.W.Blankenship in the second above styled cause, and there being no exceptions to said report it is confirmed. And it being suggested to the court that the matters and things involved in said two causes, together with the matters involved in an account filed by the said J.L.Pennington, plaintiff in the second above styled cause, filed in the case of R.L.Pennington, Admr. vs. Russell & Jessee, Admrs. et al., had been amicably settled and adjusted by and with the consent of all the adult parties interested in said matters, and with the approval of the court as to the interests of the said infant defendants, it is adjudged, ordered and decreed that the first above styled cause be and the same is hereby dismissed. And with like consent and approval, it is adjudged, ordered and decreed that J.L.Pennington take and hold the tract or tracts of land composing the 1165 acres of land known as the Mallett land, and more particularly described in the deed of the Pocket Coal Company to M.C.Parsons, dated the 28th day of December, 1894, and R.L.Pennington, who is appointed a commissioner for the



purpose, will convey said tract or tracts of land to the said John L. Pennington, with covenants of special warranty, reserving thereon a lien for \$1500.00 and interest thereon from June 1st, 1896, the amount hereinafter decreed to be paid by the said John L. Pennington to H.J. Russell and J.C. Jessee, administrators of the estate of M.C. Parsons, deceased. And it is further adjudged, ordered and decreed that the said John L. Pennington pay to the said H.J. Russell and J.C. Jessee, administrators as aforesaid the aforesaid sum within one, two three & four years from June 1st, 1896, with interest, for which said sum the said J.L. Pennington shall execute to said administrators his said bonds three for \$400.00 each and one for \$300.00, bearing interest from June 1st 1896, and payable in one, two, three and four years from said date, which said sums are declared to be a lien on said tract of land aforesaid, known as the Mallett land. And it is further adjudged, ordered and decreed that the said Pennington withdraw the account filed by him before commissioner A.M. Goins in the chancery cause of R.L. Pennington, Admr. &c. vs. H.J. Russell & J.C. Jessee, Adms. &c. et al., and mark the same as fully satisfied. It is further adjudged, ordered and decreed that the said John L. Pennington, together with his wife, make and execute a deed of release and conveyance, with covenants of special warranty, of the 412 acre W.A.

Parsons tract of land to the heirs at law of M.C. Parsons, deceased. This decree fully settles and adjusts all matters of dealings and disputes between the said J.L. Pennington and the Administrators, heirs and estate of M.C. Parsons, deceased, involved in said two suits and in the account filed before commissioner Goins, as aforesaid. And it is further adjudged, ordered and decreed that J.L. Pennington pay the costs of the accounts before Goins



and the second styled cause, and that the plaintiff pay the costs of the first. party pay the costs severally incurred by him or them in any of the matters herein settled. And the first above styled cause is stricken from the docket, and the second above named cause is retained for the purpose of enforcing the conveyances herein provided for, and the collection of the three notes above required to be given, and it is therefore continued.

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Virginia, Lee County, to wit:

I, A.B. Munsey, clerk of the circuit court for the county aforesaid, in the State of Virginia, do certify that the foregoing is a true transcript of the record and proceedings in a certain suit in chancery lately depending in said court between M.C. Parsons' Admrs. plaintiffs, and J.L. Pennington, defendant, with all things touching the same, as fully and wholly as they now exist among the records of my office.

Given under my hand this the 10<sup>th</sup> day of January, 1902.

A.B. Munsey, clerk.



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W. P. M. Stewart and S.

P. West., Admrre.

vs { In Chancery

J. L. Pennington et al.  
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M. C. Parsons' Admrre.

vs { In Chancery.  
(Record)

J. L. Pennington  
~~~~~

Clerk \$400



# Judgment Lien Docket.

105-

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Nov 1895 Term	Lee Circuit Court	1895- Dec. 2.	Joseph Ely vs J. L. Pennington & Wm Pennington -	Judgment for \$134. <sup>00</sup> with legal interest thereon from the 5 <sup>th</sup> day of October 1895 - until paid & costs @ 3.81 Tax 1. <sup>00</sup> Shff. 1. <sup>00</sup> Atty 2.50 Co. C. 25-	

856

A true Transcript from J. L. D. No. 3 p 105,

Teste: B. M. Morgan, Clerk



West & Stewart,  
Admrs. vs  
vs' & Lu Ely  
J. L. Pennington et  
al.

Exhibit No. 2,

Transcript from  
Judgt hien docket.  
Joseph Ely  
Judgt.



Memorandum of a contract made and entered into this Day  
by and between John L. Pennington of the first part and M.C. Parsons of the second part. Witnesseth that whereas the party of the first part agrees to sell and the party of the second part agrees to pay to sell a debt which party of the first part holds against C.E. Mallett for the sum of eight thousand eight hundred and twenty dollars which is secured by a lien upon a tract of land sold by the party of the first part to said <sup>b.e.</sup> Mallett and Deed of conveyance made by said party of the first part to said Mallett and now of record in the clerks office of the county court of Lee county to which reference is here made for a more particular description of said debt and the land securing the same and which said debt hereinabove mentioned is secured by the retaining of a vendors lien thereon and the party of the first part hereby sells transfers assigns and sets over to the party of the second part said debt of \$8820.00, and hereby conveys to the party of the second part all the right title and interest he has in and to said lien so retained on said land for the securing of the debt aforesaid.

In consideration of the assignment aforesaid the party of the second part agrees to pay and hereby pays in hand to the party of the first the sum of seven thousand four hundred and ten Dollars to be paid and is paid as follows Viz: Four Thousand and one hundred and twenty dollars in the Wm.A. Parsons tract of land situated in the Pocket on the waters of Straight creek Lee County, Va. and is the same whereon the said Wm.A. Parsons now resides containing four hundred and twelve acres be the same more or less and for a more particular description thereof reference is here made to the Deeds & title papers of the said Wm.A.



Parsons now of record in the clerks office of the county court of Lee county Va.: But no conveyance of the said tract is to be made until the debt herein mentioned shall be fully paid : It being understood that the legal title thereto is hereby retained as security for so much of the assignment herein made as the price of said land covers.-- And for the residue three thousand and two hundred and ninety (\$3290) dollars the said M.C.Parsons this day assigns to said J.L.Pennington notes and bonds on various persons now and hereafter to become due: and which are fully shown by said notes and bonds and the assignments thereon. The debt herein first assigned by the party of the first part is due and payable in seven years & six months about with the interest thereon payable semiannually. Witness the following signatures and seals this February 2<sup>d</sup> 1894.

J.L.Pennington (Seal.)

M.C.Parsons ( Seal.)

Virginia Lee County to wit:

I, S.V.F.Richmond, clerk of the county court for the county aforesaid in the state of Virginia do certify that J.L. Pennington and M.C.Parsons whose names are signed to the writing above bearing date on the 2nd day of February 1894 have acknowledged the same before me in my county aforesaid and said Deed is admitted to record. Given under my hand this 2nd day of February 1894.

S.V.F.Richmond, clerk.

*A copy from D.B.No.29, p-589*

*Teste: B. M. Morgan Clerk.*



W. P. M. Stewart v  
 S. P. West, Admors of  
 Joseph Ely, deed  
 vs { In Chy  
 J. L. Remington et als.  
 ~~~~~

~~~~~  
 John L. Remington  
 with 3 Contract.  
 M. C. Parsons.  
 ~~~~~

"Exhibit No. 4".



This agreement made this 6th day of October <sup>18</sup>94 between M. C. Parsons of Lee Co. Va. of the first part, and Henry Nicoll, of Middlesborough, Ky., of the second part,

Witnesseth; That the party of the first part agrees to sell set over & transfer to the party of the second part all that parcel of land known as the Elk Knob farm lying in Lee Co. Va. and this is understood to be a sale in gross & not by the acre, same being all lands on and adjoining said Elk Knob and now in possession of said party of the first part that can be included in one boundary for the sum of Twelve thousand dollars (\$12000.00) paid and to be paid as follows:

Fifteen hundred dollars (\$1500.00) by the conveyance by the Pocket Co. to the party of the first part of all right title and interest belonging to the Pocket Co. in a tract or parcel of land lying in the Pocket in Lee Co. Va. and containing eleven hundred & sixty-five (1165) acres be it more or less, said tract being the same as that conveyed by deed to the Pocket Co. by Chas. E. Mallett and conveyed by deed to Charles E. Mallett by John L. Pennington, both of which deeds are recorded in County Clerk's Office at Jonesville, and reference is hereby made to said records for a particular description of said land. Five hundred (\$500.00) to be paid to the party of the first part on October 1st 1895 and \$1100.00 to be paid on the first day December 1896, and 100.00 on each first day of December following until the full amount has been paid. Interest on the deferred payments is to be calculated at (3%) three per cent per annum. The party of the first part agrees to accept in payment of the amount of interest falling due each year either cash or pasturage estimated at one dollar (\$1.00) per month for each horse,



mule<sup>or</sup> or cow, and each head of cattle three (3) years old or over, and seventy five cents per month for each head of two years old & less than three and fifty cents per month per each head of yearlings, or corn delivered at the farm owned by the party of the first part on Hickory Flats value of said corn to be estimated at fifty cents (50cts) per bushel. If the amount of interest<sup>is</sup> ~~is~~ paid in cash it is to be paid on December 1st of each year beginning December 1st 1895, and if in grazing it is to be taken during the seven months between April first and November 1st of each year beginning April 1st 1896 for the year then past, and if in corn it is to be delivered during the months of December of each year beginning December ~~the~~ 1st 1895.

The party of the first part agrees to give a good & sufficient bond for the title of the property conveyed by him and to deliver to the party of the second part a deed of said land with vendor's lien reserved before December 1st 1896 and to give the party of the second part possession of the land on November 15th 1894. And the party of the second part agrees to cause to be given by the Pocket Co. to the party of the first part a deed of the aforesaid tract of land in the Pocket containing 1165 acres and formerly ~~conveyed~~ by John L. Pennington and to grant to the party of the first part undivided possession of the land all interlineations and alterations on this paper were made previous to signing. Witness our signatures and seals this 6th day of October 1894.

M. C. Parsons (Seal.)

Henry Nicoll (Seal.)

Witness John Delclisur.



The 5 last installments due under this contract is this day assigned  
to A.L. Pridemore and Wright Stickley. This Oct. 20, 1899  
J. L. Jeeves admr of M.C. Parsons. Did  
Attest: B.M. Morgan, Clerk.

Virginia, Lee County, to wit:

I, A.G. Hyatt, a Notary public for the county and in the State aforesaid, do hereby certify that Henry Nicoll, whose name is signed to the foregoing writing, bearing date October 6th ~~189~~ 1894 has acknowledged the same before me in my county aforesaid. And I also certify that John Delclisur whose name appears as a witness to above contract personally appeared before me and made oath that he was present at the time M.C. Parsons & Henry Nicoll made and executed the above contract on October 6th 1894, and that he witnessed the signatures of both parties and read the contract to M.C. Parsons, and I also certify that H.N. Mitchels personally appeared before me and made oath that he was present in the room where & at the time the above contract between M.C. Parsons & Henry Nicoll was made, that he furnished the paper to Henry Nicoll & saw them prepared. Given under my hand this the 21st day of February 1895.

A.G. Hyatt, N. Public.

Virginia, Lee county, to wit:

In the office of the clerk of said county, the 21st day of February 1895, this deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: S.V.F. Richmond, clerk.

Virginia, Lee county, to wit:

I, B.M. Morgan, clerk of the county court for the said county, do certify that the foregoing is a true transcript from the records in my office, as appears in D.B. No. 31, p-177.

Given under my hand this 4<sup>th</sup> day of March, 1902.

B. M. Morgan Clerk



100  
W. P. M. Stewart &  
S. P. West, Admrs.  
of The Estate of Jos.  
Ely, decd.

vs { In Chancery  
J. L. Pennington et als.

M. C. Parsons  
with { Contract.  
Henry Nicoll.

Exhibit No. 7 with  
Amended Bill.

L. T. HYATT,  
ATTORNEY AT LAW,  
JONESVILLE, VIRGINIA.



This Deed made and entered into this the 25th of April, 1895, by and between William A. Parsons and Jane Parsons, his wife, and Alexander Allen and Sarah Allen, his wife, parties of the First part and Ellen Jessee, Evaline Russell, George Parsons, Rebecca Parsons and Wheeler P. Parsons children and heirs at law of the late M.C. Parsons, deceased, parties of the second part; and all of Lee County, Virginia:

Whereas, on the 12th day of January, 1894, the said William A. Parsons, in writing, agreed with said M.C. Parsons to convey to him with covenants of General Warranty the 412 acres of land hereinafter described and set out at a valuation of ten dollars per acre, in consideration that the said M.C. Parsons would convey to said William A. Parsons the tract of land known as the Wynn land, which the said M.C. Parsons bought at a commissioners sale in the chancery cause of Bumgardner & Russell, Admrs. etc. vs. R.L. Wynn, Admr. et als., and at a valuation of \$2500.00, and such part of the land known as the Stickley land at the rate of \$10.00 per acre, which tract of land has been ascertained to contain 75  $\frac{1}{2}$  acres and the residue on said 412 acre tract at the rate of \$10.00 per acre, in three equal payments of one-third in ninety days from said date, one-third in one year from said date and one-third in two years from said date, without interest on said deferred and money payments, until the said M.C. Parsons should get possession of said 412 acres; and whereas the said M.C. Parsons took and the said William A. Parsons gave possession of the said 412 acres in his lifetime, to wit, on the first day of January, 1895, and in the life time of the said M.C. Parsons, to wit, in a few days after the said 12th day of January, 1894, the said M.C. Parsons gave



and the said William A. Parsons took possession of the said Wynn and Stickley tracts and have ever since occupied the same, and the said M.C. Parsons had paid in his life time the sum of \$3805.00 thus leaving the sum of \$315.00 due on the said money payments, with interest thereon from the 1st day of January, 1895; and whereas the said M.C. Parsons, on the \_\_\_\_\_ day of February, 1895, departed life intestate, and before deeds had made to said land, and leaving as his heirs at law the said Ellen Jessee, Evaline Russell, George Parsons, Rebecca Parsons and Wheeler P. Parsons; Now in consideration of the premises, and that good title be made to the said William A. Parsons to the said Wynn & Stickley tracts of land and the payment of the sum of \$315.00 with interest thereon from the first day of January, 1895, be made to the said William A. Parsons, by or on the 12th day of January, 1896, the said parties of the first part with covenants of General Warranty, Do and each of them Doth hereby give, Grant, bargain and sell, and convey and deliver to the said parties of the second part the following tract or parcel of land, lying and being in Lee County, Virginia, in the "Pocket Country, on the waters of Millers Branch and bounded as follows, to wit: Beginning on a poplar, thence S. 51 $\frac{1}{2}$ ° W. 16 poles to the mouth of a short lane, thence N. 39° W. 15 poles to a double white-oak sapling, N. 25° W. 24 $\frac{1}{2}$  poles along the top of a ridge, N. 58 $\frac{3}{4}$ ° W. 20 poles, N. 61 $\frac{1}{2}$ ° W. 9 $\frac{1}{2}$  poles, N. 61° W. 15 poles, N. 45 $\frac{1}{2}$ ° W. 8 $\frac{1}{2}$  poles, N. 64 $\frac{1}{2}$ ° W. 18 poles, S. 88 $\frac{3}{4}$ ° W. 12 poles, N. 64 $\frac{3}{4}$ ° W. 17 poles, N. 42 $\frac{1}{2}$ ° W. 2 $\frac{1}{2}$  poles, N. 7° E. 26 poles to a small white walnut, N. 1° E. 51 poles to a chestnut and chestnut-oak on top of a ridge and with the same N. 89° W. 10 poles, S. 84 $\frac{1}{2}$ ° W. 15 poles, N. 77° W. 13 $\frac{1}{2}$  poles, S. 7° W. 12 poles, N. 80° W. 14 poles, S. 78 $\frac{1}{2}$ ° W. 8 poles, N. 88° W. 22 poles, to six chestnut-oaks, N. 40 $\frac{1}{2}$ ° W. 19 poles to white oak, N. 33 $\frac{1}{2}$ ° W. 10 $\frac{1}{2}$



poles, N.  $7\frac{1}{2}$  W.  $6\frac{1}{2}$  poles, N. I E. 22 poles, N. 31 E. 11 poles to a black-oak, N.  $25\frac{1}{2}$  W. 28 poles, N.  $1\frac{1}{2}$  E. 6 poles, N.  $10\frac{1}{2}$  E.  $16\frac{1}{2}$  poles, N. 16 W. 12 poles, N.  $27\frac{3}{4}$  29 poles, N.  $20\frac{1}{2}$  E. 24 poles, N. 27 W. 14 poles, N.  $3\frac{1}{2}$  W. 11 poles, N.  $\frac{3}{2}$  W. 13 poles, N. 37 W.  $22\frac{1}{2}$  poles, N. 11 W.  $13\frac{1}{2}$  poles to a bunch of red-oaks, N.  $5\frac{1}{2}$  E.  $5\frac{3}{4}$  poles to 4 hickories and a chestnut, thence leaving the ridge S.  $88\frac{1}{2}$  E. 234 poles to the top of the leading ridge between Miller's Cove and Benedicts branch, thence with the same S.  $10\frac{1}{2}$  W. 20 poles to a horn beam and water oak (widow Carter's corner) S.  $13\frac{1}{2}$  E. 11 poles, S. I E. 36 poles, S. 28 E. 20 poles, S.  $10\frac{1}{2}$  W.  $12\frac{1}{2}$  poles, S.  $3\frac{1}{2}$  W. 32 poles, S. 8 E. 17 poles, S. 10 W.  $11\frac{1}{2}$  poles, S. 15 E. 12 poles, S. 33 E. 22 poles, S. 54 E.  $5\frac{1}{2}$  poles, S. 68 E. 25 poles, S. 21 E. 39 poles, S. 4 E. 18 poles to a poplar, thence down the banch and creek, S. 57 W. 8 poles, S.  $14\frac{1}{2}$  E.  $14\frac{1}{2}$  poles, S.  $31\frac{1}{2}$  E. 18 poles, S.  $47\frac{1}{2}$  W.  $11\frac{1}{2}$  poles, S.  $18\frac{1}{2}$  E. 9 poles, S.  $59\frac{3}{4}$  W. 48 poles,  $6\frac{1}{2}$  W. 24 poles to the Beginning, and containing 412 acres more or less, together with all its appurtenances. To have and to hold the said tract or parcel of land with all its appurtenances unto the said parties of the second part and their heirs forever in fee simple. *But* Be it understood that the said William A. Parsons, until the said heirs make and pay, or cause to be made and paid, good and sufficient deeds to the said Wynn and Stickley tracts of land, and shall shall pay the said sum of \$315.00 with all interest that has or shall accrue thereon to the said William A. Parsons, his heirs or assigns, the said William A. Parsons doth hereby retain a vendor's lien on the said land above conveyed with all its appurtenances. The said Alexander Allen and wife Joins in this conveyance, because at one time the said William A. Parsons agreed to give him a small part of the aforesaid land, and he the said



Allen had taken possession of the same and had made some improvements thereon.

Witness the following signatures and seals the day and year first above written.

W.A.Parsons, (Seal.)  
Jane <sup>her</sup> ~~X~~ Parsons, (Seal.)  
Alexander <sup>his</sup> ~~X~~ Allen, (Seal.)  
Sarah Allen, (Seal.)

Virginia, Lee County, to wit:

I, S.V.F.Richmond, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that William A.Parsons, Jane Parsons, Alexander Allen and Sarah Allen whose names are signed to the writing above, bearing date on the 25 day of April 1895, have acknowledged the same before me in my County aforesaid. Given under my hand this the 25 April, 1895.

S.V.F.Richmond, Clerk.

Virginia, Lee County, to wit:-

In the office of the Clerk of the County Court for said County the 17th day of April, 1899, this deed was presented and together with the certificate thereto annexed, admitted to record.

Teste:--S.V.F.Richmond, Clerk,

By M.D.Richmond, D.C.

A copy from D.B.35, page 181.,

Teste: B. M. Morgan, clerk.



W. P. M. Stewart &  
S. P. West, Adverses  
of Jos. Ely, dec'd.

vs & du Ely.

J. L. Pennington et als.

Wm A. Parsons et al.

vs & dec'd

Ellen Jesse et als.

Exhibit No. 8.



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William A.Parsons vs.J. C. Jessee, et al.

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R E C O R D .  
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Virginia:

Pleas before the circuit court on the County of Lee, at the court-house thereof, on the 6th day of June, 1895.

Be it remembered that heretofore, to wit: at rules held in the clerk's office of the said court, on the third Monday, in May, 1895, came William A.Parsons, by his counsel, and filed his bill in chancery against J.C.Jessee et al., which bill is in the words and figures following, to wit:

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Bill.  
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To the Hon.W.T.Miller,Judge of the Circuit Court for Lee County:

Humbly complaining, your orator, William A.Parsons, a citizen of the said County of Lee, respectfully represents unto your honor, that herefofore, to wit, on the 12th day of January,1894, he was the owner of a large tract of land lying and being in Lee County, in the "Pocket" country, and containing about 412 acres; that on that day, one M.C.Parsons was the owner of two tracts in said county, one known as the F.R.Stickley tract and the other as the Wynn tract; that on the said day, your orator and the said M.C.Parsons exchanged lands, which exchange is evidenced by a contract in writing signed by both your orator and the said M.C.Parsons; that by the terms of the said contract and exchange your orator's said 412 acres was valued at \$10.00 per acre and the Wynn tract at \$2500.00, and the Stickly tract was



valued at \$10.00 per acre. At the time that the said contract was made and signed, it was not known how many acres there was in the Stickley tract, because a part of it had a few says previous been sold to one Wash Garrett by said M.C.Parsons. It will be seen from an inspection of the said contract, which is here filed and prayed to be made a part of this bill, that the said M.C.Parsons was to pay your orator a difference, and whatever it might be when the Stickley land was ascertained, one-third in ninty days from the date of the said contract, one-third in twelve months from the date of the said contract and one-third in two years from the <sup>said</sup> date of the said contract, with interest from the time that the said M.C.Parsons got possession of the said 412 acres.

Your orator will further show unto your honor that soon after the said exchange was made he took possession of the said Wynn tract and Stickley tract, last tract has been ascertained to contain 75 acres; that the said M.C.Parsons took and your orator gave him possession of the <sup>said</sup> 412 acres on the 1st day of January, 1895; that on several occasions, during the year 1894, the said M.C.Parsons paid your orator the sum of \$3805.00; that there is now due, or rather unpaid to your orator on the difference on said land the sum of \$315.00, which will become due on the 12th day of January, 1896.

Your orator will also show unto your honor that on the 17th day of February, 1895, the said M.C.Parsons departed this life intestate, without having made to your orator a deed to the said two tracts of land, and without your orator having made to him a deed to the said 412 acres of land; that he left surviving him as his heirs at law, five children, to-wit: Ellen Jessee, wife of J.C.Jessee, Eva Russell, wife of H.J.Russell, George W.Parsons, Rebecca Parsons, and



Wheeler P. Parsons, and a widow F.E. Parsons; but your orator denies that the said F.E. Parsons, widow of the said M.C. Parsons, would have any dower rights in either of the said Wynn or Stickley tracts, because of the exchange of made as aforesaid, she can only claim dower in one of the other of the lands, the 412 acres or the Wynn and Stickley tracts, and that by election, and your orator is informed and alleges that she has elected to claim her dower in the 412 acres; she has brought a suit against the said children and heirs to have dower assigned to her out of the estate of her husband and therein specially asserts her claim to dower in the said 412 acres.

Your orator will further represent unto your honor that he has made and here files with this his bill a deed to said 412 acres of land as an escrow deed to be delivered in the event that he gets title to the said Wynn and Stickley tracts, and that said \$315.00 is paid him; that the grantees in the said deed are the said Ellen Jessee, Eva Russell, George W. Parsons, Rebecca Parsons and Wheeler P. Parsons; and that after the death of the said M.C. Parsons the said J.C. Jessee and H.J. Russell were granted letters of administration on the estate of the said M.C. Parsons, who have taken possession of all the personal effects of the said M.C. Parsons and are proceeding to administer the same.

The premises considered, your orator is advised, that in a court of equity, he has a right to have title extracted from the said children and heirs at law of the said M.C. Parsons of the said Wynn and Stickley tracts of land; that he has a right to have paid to him on the balance of the purchase money the said \$315.00 with interest thereon from the 12th day of January, 1895, out of the personal estate of said decedent, if there be sufficient, and if not a suffi-



ciency, then to have the same paid to him by a sale of enough of the said 4 1/2 acres of land to pay the same; and to have all necessary and proper accounts taken by the Court's commissioner, marsheling the assets and liabilities of said decedent, and that is the object of this bill.

The prayer therefore of your orator is that Ellen Jessee, Eva Russell, George W. Parsons, Rebecca Parsons, Wheeler P. Parsons, F.E. Parsons, and H.J. Russell and J.C. Jessee in their own right and H.J. Russell and J.C. Jessee as administrators of the estate of M.C. Parsons be made parties defendants to this bill of complaint; that they be required to answer the same, but they need not do so on oath, that being waived; that a guardian ad litem be appointed for the said infant defendants, George W. Parsons, Rebecca Parsons and Wheeler P. Parsons to defend their interests herein; that the said F.E. Parsons be estopped to set up or claim any dower rights in or to the said Wynn and Stickley tracts of land; that a decree be pronounced herein directing the adults defendants to convey their respective interests in and to the aid Wynn and Stickley tracts; that a commissioner be appointed for the said infants to convey their respective interests in and to the same land; that a judgment be given your orator for the said \$315. with interest thereon from the 1st day of January, 1895, till paid, against the said administrators of said estate; and that all proper and necessary accounts be taken herein that may be necessary to enforce the collection of the said sum of money; and if necessary, that a decree of sale be awarded your orator of enough of the said 4 1/2 acres of land to pay off the said sum of money due as aforesaid to your orator from the aid estate. And that all other, further and general relief be granted your orator deemed consistent



will the rules of equity and good conscience. May process issue etc.  
And your orator will ever pray etc.

Pennington Bros., P.Q.

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Exhibit Filed with said Bill.  
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Know all men by these presents that this contract made and entered into this the 12th day of January, 1894 by and between M.C. Parsons party of the first part and Wm.A. Parsons party of the second part: and both of Lee County, Va.

Witnesseth that the said Wm.A. Parsons has this day sold and agrees to convey to said M.C. Parsons with covenants of General Warranty his land lying and being in Lee County, in the Pocket country with an option of putting in Alex. Allen's land situated in the same country, all at the price of Ten (\$10.00) dollars per acre and supposed to be in all 412 acres; for a more particular description of this reference is here made to the title papers of said Wm.A. Parsons and said Allen; which land is to be paid for as follows, to wit by said M.C. Parsons: First said M.C. Parsons has sold and agrees to convey or cause to be conveyed to said Wm.A. Parsons the land and interest in land which said M.C. Parsons bought at a comrs. sale in the chancery cause of Baumgardner & Russell, admrs. &c., vs. R.L. Wynn et al. and inclusive of the land on which the widow Wynn has her dower, is supposed to be 168 $\frac{1}{2}$  acres at the price of \$2500. second to convey or cause to be conveyed the tract of land known as the F.R. Stickley land in the brush country at the price of \$10.00 per acre, or as much thereof as said M.C. Parsons now owns or may be able in a reasonable time to procure from G.W. Garrett, and the residue of the purchase



price of said 412 acres going to said Wm.A.Parsons, after taking out of the price thereof said \$2500.00 for said Wynn land and whatever sum said Stickley land may amount to, said M.C.Parsons ~~promises~~ to pay said Wm.A.Parsons one-third within ninety days from this date, one-third in twelve months, and the other third in two years from this date. Said M.C.Parsons is not to pay any interest on any sum of money he may have to pay to said Wm.A.Parsons until after he gets possession of said 412 acres of land or such part thereof as said M.C. Parsons may get. Witness our hands and seals the day and year first above written.

Wm.A.Parsons (seal.)

M. C. Parsons, (Seal.)

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And the defendants having been duly summoned to appear here this day, and not appearing, it is ordered that, unless they do appear here at rules to be held on the last Monday in May, 1895, and answer, demur or plead to the said bill, the same will be taken for confessed, and the court will decree accordingly.

At which day, to-wit: at rules held in the clerk's office on Monday, the \_\_\_\_ day of May, 1895, the said defendants not appearing to answer, demur, or plead to the plaintiff's bill, it is ordered that the same be <sup>taken</sup> ~~taken~~ for confessed; and on motion of the plaintiff's counsel, the cause is set for hearing at the next term.

And at another day, to-wit: at a court held for

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Decree No.I.

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Virginia,



At a circuit court continued and held for Lee County at the court-house thereof, on the 5th day of June, 1895.

Willaim A.Parsons

Complt.

vs.

J.C.Jessee et als.

Defts.

This cause came on this day to be heard upon the bill of the complainant, exhibits filed therewith, the answer of George W.Parsons, Rebecca Parsons and Wheeler P.Parsons, infants, by C.H.Jones their guardian ad litem, and replication thereto, and was argued by counsel. And it appearing to the court that process has been duly served upon the adult defendants for more than 15 days before the first day of this term of the court, and they failing to appear, plead, answer, or demur to the said bill, <sup>the</sup> on motion of the said complainant, his said bill as to them is taken for confessed: And on consideration of all which and for reasons appearing to the court, it is adjudged, ordered and decreed, as follows, to-wit:

Ist. That the defendant F.E.Parsons, widow of the late M.C. Parsons, be and is hereby forever precluded and estopped from setting, either in a court of law or equity, any rights of dower, in and to the lands in the bill and proceedings mentioned and known as the Wynn and Stickley tracts of land;

2nd. That the said William A.Parsons recover from H.J.Russell and J.C.Jessee administrators of the estate of M.C.Parsons the sum of \$315.00 with legal interest thereon from the 1st day of January, 1895, till paid, and the costs of this suit, but no execution shall issue thereon until after the 1st day of January, 1896: and

3rd. That R.L.Pennington, who is hereby appointed a special commissioner for the purpose, with coveants of special warranty, will



as soon as practicable, convey the interest of the said deferdants in and to the lands in the bill and proceedings mentioned, to the said William A.Parsons by proper metes and bounds,and he will report his action to a future day of this term of the court, until which time this cause is continued.

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Answer of Infants by Guardian Ad Litem.  
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To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

The joint answer of G.W.Parsons, Rebecca Parsons and Wheeler P. Parsons, infants under the age of 21 years by C.H.Jones, their guardian ad litem assigned to defend them in this suit, to a bill of complaint exhibited against them and others in the Circuit Court for the County of Lee by W.A.Parsons.

The respondents, reserving to themselves the benefit to all exceptions to the said bill, for answer thereto, or so much thereof as they are advised that it is material they should answer, by their said guardian ad litem ~~ad litem~~ answering says that they are infants of tender years and by reason of their infancy are incapable of understanding or of taking care of their rights and interests. They therefore by their said guardian commend themselves and their rights and interests into the hands of the court, and pray that no decree may be pronounced which will tend to their prejudice.

And having fully answered pray to be hence dismissed with their reasonable costs in this behalf expended and they will ever pray &c.

George W. Parsons,

Rebecca Parsons,



Wheeler P. arsons,

By C.H.Jones, their guardian ad litem.

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And now at this day to wit:

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Decree Final.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on the 6th day of June, 1895.

William A.Parsons, Complt.

vs.

In Chancery.

J.C.Jessee et als. Defts .

This cause came on again to be heard upon the papers formerly read therein and the report of Comr.R.L.Pennington whth his deed filed therein, which report and deed was filed in said cause this day, and being unexcepted to, it is adjudged, ordered and decreed that the said report and deed be and the same are hereby confirmed, and the clerk of this court, on the payment by W.A.Parsons the sum of \$5.00 to the said Pennington, will turn over and deliver up to him, the said William A.Parsons the said deed of R.L.Pennington, Comr.etc. And the clerk of this court is further directed to turn over and deliver up the escrow deed, which the said plaintiff filed in the said cause, to the heirs of the said M.C.Parsons, or either of them. And there being nothing further to be done in this cause, it is ordered to be stricken from the docket.

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Report of R.L.Pennington, Commissioner.  
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William A. Parsons, Compl't.

vs.

J.C. Jessee et als. Defts.

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

Your undersigned commissioner, who was on yesterday appointed a special commissioner to convey title to the said W.A. Parsons, in and to the lands in the bill and proceedings mentioned, begs leave to report, that he to-day has made the deed required to be made by him, and here begs leave to file the same. Now having done what was required of him he begs to be relieved from further duty in this cause. All which is respectfully submitted, this the 6th day of June, 1895.

Robt. L. Pennington,

Special Comr.

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Virginia, Lee County, to-wit:

I, A.B. Munsey, clerk of the circuit court for the county and State aforesaid, do hereby certify that the foregoing is a true transcript of the record and proceedings in a certain suit in chancery lately depending in the said court between Wm. A. Parsons, plaintiff, and J.C. Jessee et al., defendants, with all things touching the same, as fully and wholly as they now exist among the records of my office.

Given under my hand this the 9<sup>th</sup> day of January, 1902.

A.B. Munsey, clerk.



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W. P. M. Stewart and  
S. P. West, Adverses

vs { In Chy.

J. L. Pennington et al.  
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"Exhibit No 9"

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Wm A. Parsons

vs { Record.

J. C. Jesse, et al.  
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Clerk \$300,



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John L. Pennington v. Ellen Jessee, et al.  
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R E C O R D .  
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VIRGINIA:

Pleas before the circuit court of the County of Lee, at the court-house thereof, on Monday, the <sup>11th</sup> ~~5th~~ day of ~~November~~ <sup>June</sup>, 1900.

Be it remembered, that heretofore, to wit: at rules held in the clerk's office of the said court, on the \_\_\_\_ day of October, 1895, came John L. Pennington, by his counsel, and filed his bill in chancery against Ellen Jessee et al., which bill is in the following words and figures, to-wit:

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Bill.  
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To the Honorable W.T. Miller, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining, your orator, John L. Pennington, will respectfully show to your Honor: That on the \_\_\_\_ day of \_\_\_\_, 18\_\_\_\_, he was the owner of a tract, or rather, a number of tracts of land, situated in the Pocket in Lee County, Virginia, containing in the aggregate 1165 acres; that on that day he sold said land to one C.E. Mallett for the price of \$9320.00, of this sum the said Mallett paid down the sum of \$500.00, and for the residue the said Mallett executed his bond, or agreement, by which he bound himself to pay the residue, to wit, the sum of \$8820.00, ten years after the date thereof, bearing interest from date, payable semi-annually, and at the



same time your orator conveyed said lands to the said Mallett, retaining a lien thereon for the sum still remaining unpaid. All of which is fully shown by said deed and agreement which are filed herewith as a part hereof marked "A". Sometime after your orator conveyed said land to the said Mallett as aforesaid, he, the said Mallett, conveyed it to the Pocket Coal Company. Sometime after this sale by your orator to the said Mallett, he, your orator, purchased from one M.C. Parsons a tract of land lying on Straight creek, in the Pocket, Lee County, Virginia, known as the William A. Parsons tract, containing 412 acres, at the price of \$10.00 per acre, and on that day the said Parsons executed to your orator his title bond by which he bound himself to convey said tract of land to your orator by good and sufficient deed. This bond was duly recorded in the Clerk's Office of the County Court of Lee County, all of which will more fully appear by reference to a copy thereof which is herewith filed as a part hereof marked "B". At the same time your orator sold and assigned to the said M.C. Parsons the said debt for \$8820.00 due to him from the said Mallett as aforesaid, that is, he sold and assigned to him the principal of said debt, and the interest afterwards to accrue, but not the interest already accrued and then remaining unpaid. In this way and by this sale and assignment, your orator paid to the said Parsons, the entire purchase price of said land, to wit, the sum of \$4120.00. Deducting this sum from the said Mallett debt of \$8820.00 left a balance due to your orator of \$4700.00, which the said Parsons was to pay to your orator as follows: first, your orator was to give him a discount of 4% for seven and one half years on said sum of \$4700.00, then said Parsons was to pay to him 2000 bushels of corn at 50 cents per bushel delivered at the said Parsons' crib, \$100.00 worth of hay, and the residue of



(3)

said \$4700.00 in notes on good and solvent parties in Lee County, Virginia. Under and pursuant to this contract the said Parsons delivered to your orator 1903 bushels of corn, \$100.00 worth of hay, and notes amounting to something over \$2000.00, leaving a balance due to your orator from the said Parsons on said transaction of something like \$500.00, the exact amount is not known to your orator, but he will furnish a full statement together with the proof thereof.

Your orator will now show your Honor that afterwards, to-wit, on the \_\_\_\_ day of \_\_\_\_\_, 1894, the said Parsons sold to one Henry Nicoll the Elk Knob farm in said county, and as a part payment thereof the said Nicoll sold to him the said 1165 acres of land theretofore sold by your orator to the said Mallett as aforesaid at the price of \$1500.00, and the payment in full of said \$8820.00 due from the said Mallett to your orator, and sold and transferred by him to said Parsons as aforesaid, and in this way the said Parsons collected or settled the said Mallett debt. Pursuant to this contract with the said Nicoll, the Pocket Coal Company on the 28th day of December 1894, made and executed a deed by which it conveyed to said Parsons said 1165 acres of land. This deed was delivered to the said Nicoll to be by him delivered to the said Parsons, but before he had the opportunity of doing so the said Parsons died, but your orator is informed and here avers that said deed is in the hands of said Nicoll ready to be delivered when ever called for. The said Henry Nicoll is, as your orator is informed, one of the members of the Pocket Coal Co.

Your orator will now show your honor that about the time of this contract between the said Parsons and Henry Nicoll, by which the said Parsons became the owner of said 1165 acres of land, he, your orator, purchased said 1165 acres of land from the said M.C. Parsons, or rather



(4)

exchanged with him the 412 acre tract of land for said land. The exact terms of said contract, or exchange, are as follows: Said 1165 acres were <sup>rated</sup> ~~valued~~ to your orator at the price of \$9320.00, to be paid as follows, to wit, the William A. Parsons 412 acre tract at \$4120.00, the balance due to your orator from said Parsons on the Mallett matter hereinbefore set out, next a discount on said \$4700.00 of Mallett debt of 4% for six and one half years, the balance thereof in Poplar, Cucumber and Ash timber or trees standing on said 1165 acres of land, at \$4.00 per thousand feet for all merchantable trees over 16 inches indiameter taken. This contract was not reduced to writing, but possession of said 1165 acres of land was given by the said Parsons and taken by your orator, and under said contract, and acting on the faith thereof, he has made valuable permanent improvements thereon. And your orator at the same time delivered to, and the said M.C. Parsons took possession of said 412 acres of land, and has held the same ever since, or until his death. About the time thereof or shortly after this contract, the said M.C. Parsons sold to one William R. Johnson, at the price of \$4.00 per thousand feet, the merchantable Poplar, Cucumber and Ash timber standing on said 1165 acres and put him in the possession thereof for the purpose of cutting and marketing it. And afterwards the said Parsons by and with the consent of your orator, and in full recognition of said contract, sold a small amount of Oak and Walnut trees standing on said land to the said Johnson, who, pursuant to said contract, has cut and removed the same from said land. Under and pursuant to said contract with said Johnson first mentioned, there has been cut and removed from said land Poplar, Ash and Cucumber timber worth, as your orator is informed and believes, at the contract price of \$4.00 per thousand



(5)

feet, at the least \$3200.00, and it may be much more, which will leave very little more, if anything, to be paid to the said Parsons under said contract. As before stated this contract was not reduced to writing, but it was made in the presence of witnesses who will testify to the same, and the failure to reduce it to writing was not thought by either party to be important, because possession was delivered by each to the other of his tract of land.

Your orator is advised that there has been such full performance, or part performance of said contract as entitled him to have the same specifically executed, and said 1165 acres of land conveyed to him. He avers that he can not be compensated in damages for the injury he will sustain should said contract not be executed. Your orator has at all times since he made said contract, been ready, willing and fully able to do everything on his part incumbent upon him and he is now ready and willing to execute such deed of release to said 412 acre tract as may be necessary to vest title of the same in the heirs of the said M.C.Parsons, and for that purpose he files herewith as part hereof a deed of release, duly executed and acknowledged by which he releases his entire interest in said tract of land, said deed to be delivered to the heirs of said M.C.Parsons, upon the execution and delivery to him of a proper deed for said 1165 acres. Said is marked "C".

Your orator will now show your honor that the said M.C.Parsons departed this life intestate, on or about the 17th day of February, 1895, leaving a widow, F.E.Parsons, and the following children his heirs at law to whom his real estate descended, to wit, Ellen, who intermarried with J.C.Jessee, Eva, who intermarried with H.J.Russell, George W., Rebecca, and Wheeler P.; that administration was granted of his said estate to the said H.J.Russell and J.C.Jessee, that, as



(6)

he is informed, said administrators have compensated the said F.E. Parsons for her right of dower in the lands of her said husband and that she has released the same, and has now no interest whatever in any of said real estate.

As has already been shown the dealings between your orator and the said M.C.Parsons was large and complicated, and in addition to the dealings already mentioned there was other large dealings between them running through many years and involving many thousand dollars, which have never been fully settled, though as these latter dealings are in no way connected with the transactions in reference to said tracts of land or either of them, it is not sought to settle them in this suit, unless the defendants should so desire.

Now the object of this bill is to have specifically executed the contract with reference to said 1165 acre tract, or tracts, of land and to have the same conveyed to your orator by proper deed, an account taken of payments made thereon, the amount and the value of the timber taken from the said land, the balance due from your orator, if anything, ascertained; and if this cannot be done then to have specifically executed the contract in reference to said 412 acre tract of land and the same conveyed by proper deed to your orator, an account <sup>taken</sup> ~~taken~~ and stated of the dealings between your orator and the said Parsons in reference to said tract and the said Mallett matter, the balance due from the said Parsons thereon to your orator, if anything, and being without adequate remedy at law, your orator prays your honor's court of chancery to take cognizance of his cause and grant him proper relief, and to this end he prays that Ellen Jessee and J.C.Jessee, her husband, Eva Russell and H.J.Russell, her husband, George W.Parsons, Wheeler P.Parsons Rebecca Par-



(7)

sons, the children and heirs (at law of M.C. Parsons, deceased, and J. C. Jessee and H.J. Russell, administrators of said estate, be made parties defendant to this bill, and that they each be required to answer the same but they need not do so under oath as that is expressly waived, that a guardian ad litem be appointed to answer and defend for Rebecca and Wheeler P. Parsons who are infants, that upon a final hearing said contract for the sale of said 1165 acres of land by the said Parsons in his lifetime to your orator be specifically executed that if this can not be done, then that the contract in respect to said 412 acre tract be specifically executed, that all proper accounts be directed and taken, and for such other relief both special and general as is suited to his case. May Sp. issue &c.

B. H. Sewell and

Duncan & Hyatt, Attys.

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Note.--The exhibit mentioned in said bill as marked "A", "B", "C", do not appear in the files of said cause, and in all probability never were filed.

\_\_\_\_\_, clerk.

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And the said defendants having been duly summoned to appear here this day, and not appearing, it is ordered that, unless they do appear here at rules to be held on the last Monday in October, 1895, and answer, demur or plead to the plaintiff's bill, the same will be taken for confessed, and the court will decree accordingly.

At which day, to wit: at rules held in the clerk's office on Monday, the \_\_\_\_ day of October, 1895, the defendants not appearing to answer, demur, or plead to the plaintiff's bill, it is ordered that the same be taken for confessed; and on motion of the plaintiff's counsel, the cause is set for hearing at the next term.



(8)

And at another day, to wit:

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Decree.  
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Virginia,

At a circuit court continued and held for Lee County, at the court-house thereof, on the 15th day of November, 1895.

John L. Pennington,

Plff.

vs.

In Chancery.

Ellen Jessee, et al.

Defts.

This cause came on this the 15th day of November, 1895, to be heard upon the bill of the plaintiff and exhibits therewith, the joint demurrer and answer of J.C. Jessee, Ellen Jessee, H.J. Russell and Eva Russell, the answer of George W. Parsons, Rebecca Parsons and Wheeler P. Parsons by D.C. Sewell, their guardian ad litem, which answers were this day filed, and general replications, and joinder in said demurrer, and was argued by counsel.

On consideration whereof, said demurrer is overruled, and the court deeming it necessary, it is adjudged, ordered and decreed that George W. Blankenship, who is appointed a commissioner for the purpose, do ascertain what contract, if any, was made by and between the said John L. Pennington and M.C. Parsons in his lifetime in regard to the 1165 acres of land known in the cause as the Mallett land, what payments, if any, have been made thereon, and to what extent said contract has been executed by either party. Said commissioner will state and settle the account between the said complainant and M.C. Parsons in reference to the 412 acre tract of land mentioned in said bill, and the collections, if any, made by the said M.C. Parsons on the debt assigned to him by C.E. Mallett, and the balance, if any,



due to either of said parties, and whether or not the said 412 acre tract of land has been fully paid for. Said commissioner will report any other facts deemed pertinent by himself or required by any of the parties in interest. Before proceeding to ~~act~~<sup>act</sup> hereunder said commissioner will give to the parties or their attorneys at least ten days notice of the time and place of his sittings. He will report his actions to the next term of this court, and the cause is continued.

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Answer of J.C.Jessee and others.  
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To the Honorable W.T.Miller, Judge of the circuit court of Lee County, Virginia

The Joint demurrer and answer of J.C.Jessee, Ellen Jessee, H.J. Russell, Eva Russell and Rebecca Parsons to a bill filed against them and others by John L.Pennington in this Honorable court:

Respondents say the plffs bill is not good and sufficient in law and of this they pray Judgment of the Court.

But further answering should it be deemed necessary, they say that it is not true that the plff. ever re-purchased, the Mallett 1150 acre tract back from M.C.Parsons in his lifetime, or that he ever went into the possession thereof under any contract of sale or purchase, but if at all only as a tenant or trespasser, nor did he ever surrender the M.C.Parsons 410 acre tract back to M.C.Parsons, but upon the contrary continues up to the present, to use rent and occupy the Wm.A.Parsons tract.

These respondents do not know what kind of a contract it is within the power of the plff. to prove should he be permitted to turn himself loose against a dead mans lands.--They do know, however, if makes such proof it will be in the very face, of the plffs solemn deeds and



(10)

receipts. On the 2nd day of Feb. 1894 the plff. sold to M.C. Parsons the debt held by him on Mallett of \$8820.00 And on that day conveyed each and every interest that he had in said debt or the land on which it was a lien--and on that very day the said Parsons paid every dollar of the purchase money except \$1100. to be paid thereafter in corn and hay, which was all fully paid--And the said Pennington acknowledged the full payment of the Mallett debt, in writing which will in due time be filed herewith While said Pennington held said debt and lien on said land, he had entered into a written contract with the Pocket Coal Company to allow them to market certain timber on said lands and pay to him on said debt one half the proceeds thereof, this contract was cancelled & given up to M.C. Parsons as far back as Oct. 6th, 1894, 8 months after the sale--This contract and the agreement of Henry Nicoll are each herewith filed or will be in due time, as part hereof. The effort now made by the plff in the face of these written contracts to claim that M.C. Parsons owes him \$700 or more discount money on the Mallett land and debt, that \$500.00 of the purchase price is still unpaid, all of which is flatly contradicted by solemn deed & contract in writing throws some light on his other bold & unfounded pretension. That he bought back the Mallett land and has nearly paid for it, went into the possession of it & put up valuable improvements--Thats his case on paper-- He was then & now hard pressed for money and badly in debt if not wholly insolvent, and had nothing to pay and did not pay anything, and he knew that Parsons had sold the timber on the Mallett land to him the plff. and that he agreed to pay and has partly paid \$4.00 per M for that lumber since Parsons death. Not only does he want to say that he purchased the Mallett land by parol, but that he sold the Wm. A. Parsons land back by



(II)

by parol--Thus making two contracts as he claims by Parol--against the statute of Frauds & Perjuries which these defendants here invoke as a protection; and wise it is that there is such law otherwise, the lands & homes of dead men would be at the mercy of the frail memory of man--designing men at that-- These respondents say that it is true the said Pennington has been upon said Mallett land under what he claimed was a parol contract with M.C.Parsons for the poplar timber and as these respondents thought \$4.00 per M was a reasonable price for the timber they did not object, but they did not then nor nor now believe the Plff. ever had any such contract--They have filed a bill in this Hon.court in reference to said timber and lumber reference to which is here made as to their views in that matter. They therefore deny any contract of sale by M.C.Parsons to John L.Pennington for the Mallett land or for the exchange of the Wm.A.Parsonsland, or that J.L.Pennington ever paid anything on the same or took possession of it under any such contract in the lifetime of M.C.Parsons or since that time. They do not deem it necessary to go over the plffs lengthy & confused detail of the sale of the Mallett land & note, it is not necessary or material--The question can only rest on the allegations "That he bought it back, has nearly paid for it in the exchange of the Wm.A.Parsons land & otherwise" This these respondents positively deny. They are advised however, that as the plff admits the contract was not in writing that such sale is void in law and that their demurrer should be sustained. They deny each & every allegation of the plffs bill not herein admitted... And having now fully answered they pray to be dismissed with their costs.

Pridemore & Sewell,

for Defts. Adults.



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Answer of Guardian Ad Litem, for Infants  
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To the Honorable W.T. Miller, Judge of the circuit court of Lee County, Virginia:

The joint and separate answer of Geo. W. Parsons, Rebecca Parsons, and Wheeler P. Parsons, infants under the age of 21 years, by D.C. Sewell, their Guardian ad Litem, assigned to defend them in a bill of complaint exhibited against them & others by John L. Pennington in the Circuit Court of Lee County, Virginia.

The respondents reserving to themselves all just exception to the said Bill, for answer thereto, or so much thereof as they are advised that it is material for them to answer by their said Guardian ad litem, answering they say:

That they are infants of tender years, and by reason of the same, are incapable of understanding, or taking care of their rights and interests. They therefore by their said Guardian ad Litem commend themselves and their rights and interests into the protection of the court and pray that no decree may be entered against them, which will in the least tend to their prejudice.

And having fully answered, the said respondents pray to be hence dismissed with their reasonable costs in this behalf expended, & they will ever pray &c.

George W. Parsons,  
Wheeler P. Parsons

Rebecca Parsons,

by D.C. Sewell, Guard. ad Litem.  
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And at another day, to wit:



-----  
Decree.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on the 5th day of November, 1896.

M.C.Parsons' Admrs.

Plaintiffs

vs.

In Chancery

J.L.Pennington,

Defendant.

and

J.L.Pennington,

Plaintiff.

vs.

In Chancery

Ellen Jessee et als.

Defendants.

On motion of the plaintiffs in each of the above styled causes they are brought on to be heard together. And thereupon said causes

coming on together to be heard upon the papers formerly read in each of said causes, and the report of G.W.Blankenship in the second above styled cause, and there being no exceptions to said report it is confirmed. And it being suggested to the court that the matters and things involved in said two causes, together with the matters in-

involved in an account filed by the said J.L.Pennington, plaintiff in *filed in the case of R.L. Pennington admr vs Russell + Jesse admrs et al* the second above styled cause, had been amicably settled and adjusted

by and with the consent of all the adult parties interested in said matters, and with the approval of the court as to the interests of the said infant defendants, it is adjudged ordered and decreed that the first above styled cause be and the same is hereby dismissed.

And with like consent and approval, it is adjudged, ordered and decreed

that J.L.Pennington take and hold the tract <sup>or tracts</sup> of land composing the



1165 acres of land known as the Mallett land, and more particularly described in the deed of the Pocket Coal Company to M.C.Parsons, dated the 28th day of December, 1894, and R.L.Pennington, who is appointed a commissioner for the purpose will convey said tract or tracts of land to the said John L.Pennington with covenants of special warranty, reserving thereon a lien for \$1500.00 and interest thereon from June 1st, 1896, the amount hereinafter decreed to be paid by the said John L.Pennington to H.J.Russell and J.C.Jessee, administrators of the estate of M.C.Parsons, deceased. And it is further adjudged ordered and decreed that the said John L.Pennington pay to the said H.J.Russell and J.C.Jessee, administrators as aforesaid within one, two, three & four years from June 1st, 1896, with interest, for which said sum the said Pennington shall execute to said administrators his said bonds three for \$400.00 each and one for \$300.00, each bearing interest from June 1st, 1896, and payable in one, two, three and four years from date, which said sums are declared to be a lien on said tract of land aforesaid, known as the Mallett land. And it is further adjudged, ordered and decreed that the said Pennington withdraw the account filed by him before commissioner A.M.Goins in the chancery cause of R.L.Pennington, Admr.&c. vs. H.J.Russell & J.C.Jessee, Admrs.&c. et al., and mark the same as fully satisfied. It is further adjudged, ordered and decreed that the said John L.Pennington together with his wife, make and execute a deed of release and conveyance, with covenants of special warranty, of the 412 acre W.A. Parsons tract of land to the heirs at law of M.C.Parsons, deceased.

This decree fully settles and adjusts all matters of dealings and disputes between the said J.L.Fennington and the Administrators, heirs and estate of M.C.Parsons, deceased, involved in said two suits and

[illegible]



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and in the account filed before commissioner Goins, as aforesaid.

And it is further adjudged, ordered and decreed that J.L.Pennington

pay the costs in the accounts before Goins and the second styled cause, and that the <sup>plaintiff pay the</sup> costs of the first above styled cause. <sup>party pay the Costs severally incurred</sup> And the first above styled cause is stricken from the docket, and the second above named cause is retained for the purpose of enforcing the conveyances herein provided for, and the collection of the three notes above required to be given, and it is therefore continued.

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Report of G.W.Blankenship, Commissioner.  
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Virginia,

Circuit Court of Lee County.

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J.L.Pennington, Plaintiff.

Against ( In Chancery (Commissioner's Report)

Ellen Jessee, et als., Defendants.  
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To the Hon.W.T.Miller, Judge of said Court:--

Your undersigned commissioner in this cause respectfully reports that from the evidence and statements of parties and their counsel before him, he finds that the best mode of settlement would be, that the plaintiff keep and hold the Mallett land and that he release the William A.Parsons land by a proper deed executed by himself and wife, and that he pay to the administrators of M.C.Parsons, deceased, \$1500.00, with interest from June 1st, 1896, payable in four annual installments, the first three of \$400.00 each the last \$300.00, and that this shall settle all accounts between the parties. And that the said sum of \$1500.00 shall be and remain a lien upon the

by him or them in any of the matters herein settled



(16)

the Mallett land until paid, and the said land to be conveyed with said lien retained thereon. Your commissioner reports the above as a fair and reasonable settlement of the matters in controversy and respectfully recommends its confirmation.

This October 20<sup>th</sup>, 1896.

Respectfully,

George W. Blankenship,

Special Commissioner.

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And at another day, to wit:

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Decree.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on the 15th day of June, 1897.

J.L. Pennington,

Complainant.

vs.

In Chancery.

Ellen Jessee, et al.

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of special commissioner R.L. Pennington who was directed to make a deed to J.L. Pennington for the 1165 acre tract of land, and was argued by counsel. Upon consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that the said report, the same being unexcepted to, be and the same is hereby confirmed, and the deed therein reported is hereby confirmed. And the said Russell & Jessee, Admrs. of M.C. Parsons, Decd., will pay to the said R.L. Pennington commissioner



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the sum of \$5.00 for making and executing the said deed, and the clerk of this court upon the execution of the bonds for the payment of the vendors lien retained therein, as directed by decree of November, 1896, entered in this cause, payable to the said Russell and Jessee administrators, will deliver to the said J.L.Pennington the said deed to the said land, made by said Pennington. And this cause is continued.

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Report of R.L.Pennington, Commissioner.  
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To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The undersigned in obedience to an order entered on the 15th day of November, 1897, in the chancery causees of Russell and Jessee, Admrs. vs. J.L.Pennington, and J.L.Pennington vs. Ellen Jessee et al. was directed to make a deed to J.L.Pennington to the land known in the proceedings of the said cause as the 1165 acre tract, and in compliance to said order your undersigned commissioner has proceeded to execute the said deed which is herewith,

Respectfully submitted,

Robt.L.Pennington,

Special Commissioner.

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Deed Filed with Said Report.  
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This deed made and entered into this the 15th day of June, 1897, by and between R.L.Pennington, Commissioner, party of the first part, and J.L.Pennington, party of the second part.

Whereas, by a decree rendered in the chancery cause of J.L.



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Pennington vs. Ellen Jessee et al. on the 5th day of November, 1897, the said R.L. Pennington was directed to make and execute a deed to J.L. Pennington with covenants of special warranty conveying to him the 1165 acre tract which the said J.L. Pennington sold to C.E. Mallett, and which was sold by the said Mallett to the Pocket Coal Co. and by them conveyed to the estate of M.C. Parsons, reserving in the said deed, to be executed, a vendor's lien for the sum of \$1500 with interest thereon from the 1st day of June, 1896, to be paid by the said J.L. Pennington to J.C. Jessee and H.J. Russell administrators of the estate of M.C. Parsons, deceased, \$400.00 of said sum with interest from the first day of June, 1896, payable Nov 1, 1897, \$400.00 payable Nov. 5, 1898, with interest from June 1st, 1896, \$400.00 payable November 5th, 1899, with interest from the 1st day of June, 1896, and \$300.00 payable November 5th, 1900, with interest from the 1st day of June, 1896: Now, therefore, this deed witnesseth, that for and in consideration of the premises, and in obedience to the said decretal order of the 5th day of November, 1897, the said R.L. Pennington, commissioner as aforesaid, doth hereby grant and convey unto the said J.L. Pennington the said 1165 acre tract of land herein before described, with covenants of special warranty, reserving for the benefit of said Russell and Jessee Admrs. a vendor's lien for the said sum of \$1500.00, with interest from the 1st day of June, 1896, to be paid as herein before set forth. To have and to hold the said tract of land unto the said J.L. Pennington, and his heirs and assigns forever. Witness the following signature and seal, the day and year first above written.

Robt.L. Pennington Seal.

Virginia, Lee County, to wit:-



(19)

I, S.V.F.Richmond, clerk of the county court for Lee County, and state aforesaid, do hereby certify that R.L.Pennington, whose name is signed to the foregoing writing bearing date the 15th day of June, 1897, this day personally appeared before me and acknowledged the same, in my county and state aforesaid.

Given under my hand and seal this the 24th day of Nove, 1897.

\_\_\_\_\_, clerk.

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And now at this day, to wit:

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Decree Final.  
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Virginia,

At a circuit court continued and held for Lee county, at the courthouse thereof, on the 11th day of June, 1900.

John L.Pennington,

Complt.

vs.

In Chancery.

Ellen Jessee & al.

Defts.

This cause came on this day to be heard upon the papers formerly read therein, and the motion of the defendants' counsel to have said cause stricken from the docket, and counsel for plaintiff not objecting, the said cause is stricken from the docket.

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Virginia, Lee County, to-wit:

I, A.B.Munsey, clerk of the circuit court for the county aforesaid, in the State of Virginia, do certify that the foregoing is a true transcript of the record and proceedings in a certain suit in chancery lately depending in said court between John L.Pennington,



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plaintiff, and Ellen Jessee et al. defendants, with all things touching the same, as fully and wholly as they now exist among the records of my office.

Given under my hand this the 8<sup>th</sup> day of January, 1902.

A B Mursey, clerk.



W. P. M. Stewart and  
S. P. West, Admors  
vs { In Chancery  
J. L. Pennington et al.

"Exhibit No. 10"

J. L. Pennington  
vs { Record  
Ellen Jesse et al.

Clerk \$6.00



This deed made this the 8th day of March, 1897, between R. L. Pennington, Commissioner, party of the first part, and H. J. Russell and J. C. Jessee, parties of the second part, Whereas, in a decree entered on the 11th day of November, 1897, in a certain cause depending in the circuit court for Lee County, on the chancery side thereof, wherein R. L. Pennington, Admr. is plaintiff and Russell & Jessee, Admrs. et al. are defendants, along with others, it was among other things, ordered and decreed that R. L. Pennington, who was thereby appointed a special commissioner for the purpose, should after having given notice of the time terms and place of sale, sell that certain tract of land belonging to the estate of M. C. Parsons, which was purchased from one W. A. Parsons and containing 412 acres, more or less, and which lies in, the Pocket Country, or enough thereof to pay the sum of \$402.37, and whereas the said R. L. Pennington, after having advertised the time, terms and place of sale according to the directions given in said decree proceeded at the front door of the courthouse for the County of Lee, on the 15th day of February, 1897, to make sale as directed, at which said sale the said Russell and Jessee bid the sum of \$1.25 per acre, which was the highest and best bid therefor, and to them enough of the said land was struck off at the price of \$1.25 per acre to pay the said sum of \$402.37; and whereas the said Russell and Jessee has paid the whole of the purchase money which was done on the day of sale, which payment and the fact of the sale was duly reported to the court and approved and confirmed; and whereas by an other decree entered on the 8th day of March the said R. L. Pennington was appointed as a commissioner to make and execute to the said Russell and Jessee a deed to the said land purchased



by them. Now, therefore this deed witnesseth, that for and in consideration of the premises, and in obedience to the said decretal order of the said court, the said R.L.Pennington does hereby grant and convey unto the said H.J.Russell and J.C.Jessee the said land, 32I-104/125 a. hereinbefore described, with covenants of special warranty. Witness the following signature and seal, the day and year first above written.

R.L.Pennington, Comr. (Seal.)

Virginia, Lee County, to wit:

I, S.V.F.Richmond, Clerk of the county court for Lee County, do hereby certify that R.L.Pennington, whose name is signed to the foregoing deed, bearing date the 8th day of March, 1897, has this day acknowledged the same before me in my county and State aforesaid. Given under my hand this the 8th day of March, 1897.

S.V.F.Richmond, clerk

Virginia, Lee County, to wit:

In the office of the clerk of the county court for said county, the 20th day of July, 1897, this deed was presented and together with a certificate thereto annexed, admitted to record.

Teste: S.V.F.Richmond, clerk.

A copy from B.D.No.33, p.294.,

Teste: B. H. Morgan, clerk.



W. P. M. Stewart and  
S. P. West, Adms. of  
the estate of Joseph  
Ely, deceased.

vs. { In Chancery.

J. L. Pennington et al.

"Exhibit No. 11"  
with Bill.

R. L. Pennington, Comr.

vs.  $\frac{1}{2}$  Deed

J. C. Jesse and H. J.  
Russell.



This deed made this 10th day of November, 1899, between, Robt. L. Pennington, Special Commissioner as hereinafter set forth, party of the first part, and H. Z. Parsons, of the County of Lee State of Virginia, party of the second part:

Whereas by a decree of the Circuit Court of the County of Lee entered on the \_\_\_\_ day of \_\_\_\_\_ 189\_\_ in the Chancery cause entitled Robt. L. Pennington admr. vs. Russell & Jessee adms. of the est. of M. C. Parsons Decd. et al therein depending, it was, among other things, adjudged, ordered and decreed that Robt. L. Pennington who was thereby appointed a special Commissioner for the purpose, should sell by public <sup>au</sup>thion, after certain advertisement, and upon certain terms in the said decree fully set forth, certain real estate therein described; and

Whereas, the said Robt. L. Pennington pursuant to the said decree, did on the 19th day of December, 1898, after having duly advertised the same in accordance with the terms of the said decree, offer for sale, by public auction, the following dexcribed real estate, to-wit: A certain balance of 412 a tract of land owned by M. C. Parsons, situated in the Pocket on Straight Creek, ~~said~~ balance containing by survey in the case of H. Z. Parsons vs. Eva Russell et al, 90 acres & bounded as follows, beginning at a poplar on st. creek S.  $51\frac{1}{2}$  W. 16 poles, thence with ridge N. 39 W. 15 poles to a white-oak, N. 25 W.  $24\frac{1}{2}$  poles, N.  $58\frac{3}{4}$  W.  $20\frac{1}{2}$  poles, N.  $61\frac{1}{2}$  W.  $9\frac{1}{2}$  poles, N. 61 W. 15 poles, N.  $45\frac{1}{2}$  W.  $8\frac{1}{2}$  p. N.  $164\frac{1}{2}$  W. 18 p. S.  $88\frac{3}{4}$  W. 12 p. N.  $64\frac{3}{4}$  W. 17 p. N. 42 W.  $2\frac{1}{2}$  p. N. 75 E. 26 p. to a small white walnut, N. 1 E. 51 p. to a bunch chestnts on the top of a ridge S.  $86\frac{1}{2}$  E. 146 p. to a point <sup>on the ridge</sup> between Miller's Cove & Benedicts Branch & with said ridge S. 4 E. 18 poles to the poplar on a branch, thence down branch S. 57 W. 8 p., S.  $14\frac{1}{2}$



E.  $14\frac{1}{2}$  p. S.  $31\frac{1}{2}$  E. 18 p. to mouth of Benedicts Branch S.  $47\frac{1}{4}$  W.  $11\frac{1}{2}$  p. to mouth of deep hollow, S.  $18\frac{1}{2}$  E. 9 p. to beech S.  $59\frac{3}{4}$  W. 48 p. to white walnut, S.  $6\frac{1}{2}$  W. 24 poles to the beginning. At which sale the said H.Z.Parsons made the last and highest bid therefor, and became the purchaser thereof at the price of Fifty dollars; and ,

Whereas the said sale was duly reported to the Court by the said Special Commissioner and was by another decree, entered in the said cause on the \_\_\_ day of March 1899 by the said Court approved and confirmed; and

Whereas the said H.Z.Parsons hath paid the whole of the ~~s~~ said purchase money, which payment was duly reported to the said Court, and whereupon, by another decree entered by the said Court in the said cause on the 10th day of November, 1899 the said Robt. L.Pennington was appointed Special Commissioner to execute and deliver to said H.Z.Parsons a good a ~~sufficient~~ deed with special warranty conveying the said real estate to him, the said Parsons in fee simple:

Now, therefore this Deed WITNESSETH, That for and in consideration of the premises, and <sup>in</sup> obedience to the said last mentioned decree, the said Robt. L.Pennington Special Commissioner as aforesaid, do grant unto the said H.Z.Parsons with special warranty the real estate herein before fully described. Witness the following signature and seal.

RObt.L.Pennington (Seal).

State of Virginia, Lee County, to-wit:

I, B.M.Morgan, Clerk of the County Court for the County aforesaid, in the State of Virginia, do certify that Robt.L. Pennington whose name is signed to the writing hereto annexed,



hearing date on the 10th day of November, 1899, hath acknowledged the same before me, in my County aforesaid. Given under my hand this the 10th day of November, 1899.

B.M.Morgan, Clerk.

In the County Court Clerk's Office of the County of Lee the 15th day of January, 1900, this deed was this day presented to me in my said office, and, with the certificate annexed, admitted to record.

Teste: B.M.Morgan, Clerk.

A copy from B.B. No. 35, page 463.

Teste:

B.M.Morgan Clerk.



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W. C. M. Stewart and  
S. P. West, Adms. of  
Joseph Ely, dec'd.

vs' { In Chancery.

J. L. Remington et al.

"Exhibit No. 12"

R. L. Remington, Comr.  
Lo { Deed.

H. J. Parsons.



This deed made and entered into this the 24th day of December, 1898, by J.C.Jessee and Ellen ~~Jessee~~, his wife, parties of the first part, to Henry Z.Parsons, of the second part , and all of Lee County,Virginia:

Witnesseth, That for and in consideration of the sum of three hundred and twenety-five dollars (\$325.00), one hundred and twenty-five dollars of which sum is in hand paid, the receipt whereof is hereby acknowledged before the delivery of this deed and of the residue of said \$325.00, One hundred dollars thereof to be paid to said J.C.Jessee in one year after this date, and one hundred dollars thereof to be paid to said J.C.Jessee in two years from this date, the said parties of the first part do and each of them doth hereby Give Grant Bargain, sell deliver and convey a one-half undivided interest, or equal moiety in a certain tract or parcel of land, lying and being in Lee county, in the Pocket Country, and on the waters of Straight creek, and being said J C.Jessee's one-half undivided interest in the same tract or parcel of land that was by deed, on the 8th day of March, 1897 and of record in the County Court clerk's office of Lee County, in D ed Book No.33, page 294, conveyed by R.L.Pennington, Comr. in the chancery cause of R.L.Pennington, Admr. &c. vs. Russell and Jessee Admr.&c. et als., then pending in the circuit court for Lee County, Virginia, to said J.C.Jessee and one Harvey J.Russell, and to which deed reference is here made for a more particular description of the land in which said one half interest is intended to be conveyed, and which interest is supposed to contain about 161 acres. To have and to hold said interest in said land, together with all its appurtenances and appendages unto the said Henry Z Parsons, his heirs



and assigns forever. Said first parties reserve a vendor's lien for said deferred payments and the said parties of the first part Do and each of them Doth hereby covenant with the said party of the second part his heirs and assigns that said undivided interest with its appurtenances is free from all encumbrances; that they have done no act to encumber the same; that said second party his heirs and assigns shall have quiet and peaceable possession of the same; that they will warrant generally the title to said interest in said land; and that they will execute such other and further assurances of title as may reasonably required to make the same sure and complete. Witness the following signatures and seals the day and year first above written.

J. C. Jessee (Seal)

Ellen Jessee (Seal)

Virginia, Lee County, to-wit:

I, Vincent H. Kelly, a notary public in and for the County of Lee and State of Virginia, do hereby certify that J. C. Jessee and Ellen Jessee, whose names are signed to the writing above bearing date on the 24th day of December, 1898, have personally acknowledged the same before me in County aforesaid. Given under my hand this the 9th day of January, 1899.

V. H. Kelly, N.P.

Virginia, Lee County, to-wit:

In the office of the Clerk of the County Court for said County, the 16th day of January 1899, this deed was presented and together with the certificate thereto annexed admitted to



record.

Teste: S.V.F.Richmond,Clerk.

(Entry on margin of pagewhere above deed is recorded)

The purchase money to secure the payment of which the lien  
was retained has been fully paid, said lien is hereby released  
and discharged. This March 8,1901.

J. C. Jessee.

Attest: B.M.Morgan,Clerk.

A copy from Deed Book No.34, page 335.

Teste: B.M.Morgan Clerk.



W. P. M. Stewart and  
S. P. West, Administra-  
tors of the estate of  
Joseph Ely, decd.

vs. { de Chy.

J. L. Pennington et als.

"Exhibit No. 13"

J. C. Jessie et ux.  
vs. { Decd

Henry J. Parsons.



## Judgment Lien Docket.

| Date of Judgment | By What Court Rendered | Time of Docketing | Names and Description of Parties.                               | Debt, Damages, Interest and Costs.                                                                                                                                                                                                               | Amount and Date of Credits. |
|------------------|------------------------|-------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1893<br>Nov. 18. | Lee Circuit Court.     | Dec. 13"<br>1893. | Brown + Orr --- Peff.<br>vs' & Deft<br>J. L. Pennington - Deft. | Judgment for \$130.00<br>with interest at 6% per<br>centum on \$40.00 from<br>June 29th 1893. on \$35.00<br>from Aug. 29th 1893 +<br>\$35.00 from the 24th Day<br>of July 1893 until paid<br>+ costs \$4.71 S. 50 c.<br>2.50 Co. C. 25 =<br>7.96 |                             |

A true transcript from J. L. D. No. 3. p. 38.  
 Teste: B. M. Morgan clerk.



West & Stewart  
admins.

vs & Lu Chy  
J. L. Pennington et al.

Brown & Orr.

Exhibit No 15.



## Judgment Lien Docket.

| Date<br>of<br>Judgment. | By What<br>Court<br>Rendered. | Time<br>of<br>Docketing. | Names and Descrip-<br>tion of Parties.                                             | Debt, Damages, In-<br>terest and Costs.                                                                                                                             | Amount and<br>Date of Credits. |
|-------------------------|-------------------------------|--------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1893<br>Nov 18          | Lee<br>Circuit<br>Court.      | Decr.<br>13<br>1893.     | A. M. Olinger Plff.<br>vs & Debt.<br>J. L. Pennington & J.<br>D. Pennington Defts. | Judgment for Eighty<br>Dollars (\$80.00) with<br>interest from 15 <sup>th</sup> Day<br>of June 1893 until<br>paid & costs \$4.81<br>\$1.00 atty 2.50 C.C. 25<br>856 |                                |

No. 3.

See if paid by

A true transcript from J. L. D. No. 3, p. 36

Teste: B. M. Mangum Clerk.



West & Stewart  
Adams.

vs  $\frac{1}{2}$  In Chy.

J. L. Pennington et al.

Exhibit No 16.

Transcript from  
J. L. O. A. M. Clinger.  
Judgment.



# Judgment Lien Docket.

39

| Date of Judgment. | By What Court Rendered. | Time of Docketing.           | Names and Description of Parties.                                                                 | Debt, Damages, Interest and Costs.                                                                                                                                                              | Amount and Date of Credits. |
|-------------------|-------------------------|------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>June 5.   | Lee<br>Circuit<br>Court | 1894<br>July 3 <sup>rd</sup> | Greer Machinery Co.<br>Plffs.<br><br>vs { Debt.<br>J. D. Pennington +<br>J. L. Pennington - Defs. | Judgment for \$402.18 1/2<br>with interest on \$365.62 1/2<br>from 25 <sup>th</sup> day of April<br>1894, and on \$365.62 from<br>4 <sup>th</sup> day of June 1894, till<br>paid + costs \$9.50 |                             |

A true transcript from J. L. D. No. 3. p 5-9

Weste: B. M. Morgan Clerk.



West & Stewart  
Adams. & Co  
vs { In Chy  
J. L. Pennington  
et al.  
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Exhibit No. 24.  
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Transcript from  
J. L. Docket of  
Greer Machinery Co.,  
Judgt.  
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# Judgment Lien Docket.

34

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1893 Nov. 18	Lee Circuit Court	Decr. 12 1893.	W. P. Wood      Plff. vs      Debt J. L. Pennington + J. D. Pennington Deft.	Judgment for \$586.80 + legal interest on \$343.24 from Sept 1 <sup>st</sup> 1892 + on \$140.35 from Sept 1892 + on \$73.21 until paid + costs. C. 48 <sup>¢</sup> \$1 <sup>00</sup> atty 2.50 Co. C. 25 <sup>¢</sup> <span style="float: right;">\$56</span>	

A true transcript from J. L. D. No. 3. p. 34 -  
 Teste: B. M. Morgan      Clerk.

No. 3.



Stewart & West  
Advers vs.

vs { Lu Chy  
J. L. Pennington et al.

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Exhibit No. 14

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W. P. Wood

vs {

J. L. Pennington

Transcript from  
Lieu Docket.



# Judgment Lien Docket.

60

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 June 7.	Lee Circuit Court	1894 July 3 <sup>d</sup>	W. P. Wood      Plff. vs & Debt. J. L. Pennington, J. D. Pennington & Wil- liam Pennington - Defts.	Judgment for \$83.90 but to be discharged by the payment of \$391.95 with interest from the 17 <sup>th</sup> day of May 1894, till paid + costs C. 2 <sup>88</sup> D. 1.50 A. 2 <sup>50</sup> Co. C. 25- 713	

A true transcript from J. L. D. No. 3, p 60

Teste: B. M. Morgan Clerk.



Crest & Stewart  
Adams, &c

vs { In Chy.

J. L. Pennington  
et als.

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Exhibit No. 23<sup>d</sup>

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Transcript from  
J. Lien Pocket of  
W. P. Wood  
Judgt.



# Judgment Lien Docket.

60

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Suicunt and Date of Credits.
1894 June 4 <sup>th</sup>	Lee Circuit Court	1894 July 3 <sup>rd</sup>	Greer Machinery Co. Plffs. vs { Debt J. D. Pennington, J. L. Pennington & Wm Pennington --- Defts.	Judgment for \$272.25- with interest from the 1 <sup>st</sup> day of January 1892 till paid and costs C. \$6.05- J. I. S. O., A. J. S. O. Co. C 25- 10 <sup>30</sup>	August 6 <sup>th</sup> 1892 \$17.00 Decr. 12, 1892 \$100.00

A true transcript from J. L. D. No. 3. p. 60

Teste: B. M. Morgan Clerk.



West & Stewart  
Admrsc.

vs { In Chf.

J. L. Pennington  
et al.  
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Exhibit No. 26.  
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Transcript from  
Judgt Lieu Booket  
of Greer Machinery Co.,  
Judgt.



# Judgment Lien Docket.

39

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1893 Nov-18	Lee. Circuit Court	Dec 13" 1893	N. G. Ely Plff. vs. J. L. Pennington Deft.	Judgment for one hundred & nine Dollars & twenty cts (\$109.20) with interest from 5 <sup>th</sup> Day of May 1893 until paid & costs \$4.71 S. 50 A 2.50 c.c. 25-	

796

A true transcript from J. L. D. No. 3 p. 39

Teste: B. M. Morgan Clerk.



West & Stewart  
Admrs.  
vs { In Chancery  
J. L. Pennington  
et als.  
~~~~~

Exhibit No. 18.  
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Transcript from  
Judgment here  
Docket of H.C.,  
Ely. Judgt.  
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# Judgment Lien Docket.

60

| Date of Judgment. | By what Court Rendered. | Time of Docketing.          | Names and Description of Parties.                                  | Debt, Damages, Interest and Costs.                                                                                                               | Amount and Date of Credits. |
|-------------------|-------------------------|-----------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1893<br>Nov. 7.   | Lee Circuit Court       | 1894<br>July 3 <sup>d</sup> | H. G. Ely - - - - - Plff.<br>vs. & Debt.<br>J. L. Pennington Deft. | Judgment for \$109.20<br>with interest from the<br>5 <sup>th</sup> day of May 1894<br>till paid & costs C 5.59<br>I 50 A 2.50 Co. C. 25 -<br>884 |                             |

A true transcript from J. L. D. No. 3 p. 60

Teste: B. M. Morgan clerk.



West & Stewart  
Admorsce.

vs { In Chy.

J. L. Pennington  
et als.  
~~~~~

Exhibit No. 27.  
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Transcript from  
Judgt Lien Docket  
of W. G. Ely  
Judgt.



## Judgment Lien Docket.

| Date of Judgment. | By what Court Rendered  | Time of Docketing   | Names and Description of Parties.                           | Debt, Damages, Interest and Costs.                                                                                                                                              | Amount and Date of Credits. |
|-------------------|-------------------------|---------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1893<br>Nov. 18   | Lee<br>Circuit<br>Court | Decr.<br>13<br>1893 | Geo. T. Crider Plff.<br>vs & Deft<br>J. L. Pennington Deft. | Judgment for Thirty<br>five Dollars \$35. <sup>00</sup><br>with interest from 2 <sup>nd</sup><br>Day of Feb'y 1893 un-<br>til paid & costs \$4.71<br>S. to Atty 2.50 Co. C. 25- |                             |

726

A true transcript from J. L. D. No. 3, p. 38  
 Teste: B. M. Morgan Clerk.

No. 3.



West & Stewart  
Adams.

vs' { Du Chy

J. L. Remington  
Et al.

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Exhibit No. 17.

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Transcript from  
J. L. Docket of  
Geo T. Criders.  
Judgt.



# Judgment Lien Docket.

61

| Date of Judgment  | By what Court Rendered | Time of Docketing               | Names and Description of Parties.                                               | Debt, Damages, Interest and Costs.                                                                                                                                                                              | Amount and date of credits. |
|-------------------|------------------------|---------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>June Term | Lee Circuit Court      | 1894<br>July.<br>3 <sup>d</sup> | G. T. Leides Plff.<br>vs. { Debt.<br>J. L. Pennington +<br>M. L. Slump - Defts. | Judgment for \$49.62<br>but to be discharged<br>by the payment of \$24.81<br>with legal interest<br>thereon from the 15 <sup>th</sup><br>day of May 1894 till<br>paid costs C. 288<br>S. 100 Co. C. 25 -<br>413 |                             |

A true transcript from J. L. D. No. 3 p. 61  
 Teste: B. W. Morgan, Clerk.



West & Stewart  
Adms. &c  
vs & Du Chy  
J. L. Pennington et al  
mm

Exhibit No. 28.

mm

Transcript from  
Judgt. Lin Docket  
of Geo T. Crider  
Judgt.



## Judgment Lien Docket.

| Date of Judgment                 | By what Court Rendered  | Time of Docketing               | Names and Description of Parties.                                                | Debt, Damages, Interest and Costs.                                                                                                                              | Amount and Date of Credits. |
|----------------------------------|-------------------------|---------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>June<br>16 <sup>th</sup> | Lee<br>Circuit<br>Court | 1894<br>July<br>5 <sup>th</sup> | W.P. Wood Plff.<br>vs { Delet.<br>J.L. Pennington & J.<br>D. Pennington - Defts. | Judgment for \$132.50<br>with interest from the<br>2 <sup>nd</sup> day of October 1893,<br>till paid costs @ 4.81<br>\$ 1 <sup>00</sup> A. 2.50 Co C 25-<br>856 |                             |

A true Transcript from J.L. D No. 3 p 64  
 Teste: B.M. Morgan Clerk.



West & Stewart  
Admrs &c.  
vs { In Chy.  
J. L. Pennington et al.  
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Exhibit No. 29.  
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Transcript from  
Judgt. Lien Docket  
of W. P. Wood.  
Judgt.



# Judgment Lien Docket.

64

| Date of Judgment.                | By what Court Rendered. | Time of Docketing               | Names and Description of Parties.                       | Debt, Damages, Interest and Costs.                                                                                                                 | Amount and Date of Credits. |
|----------------------------------|-------------------------|---------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>June<br>16 <sup>th</sup> | Lee<br>Circuit<br>Court | 1894<br>July<br>5 <sup>th</sup> | W.P. Wood Peff.<br>vs { Debt.<br>J.L. Pennington Defts. | Judgment for \$40.00<br>with interest from the<br>1 <sup>st</sup> day of April 1893,<br>till paid & costs @ 4.41<br>D. 50 A. 250 Co. C. 25-<br>796 |                             |

A true transcript from J.L.D. No. 3 p 64

Teste: B. W. Morgan Clerk



West & Stewart  
Adams & Co  
vs { In Chy.  
J. L. Pennington  
et als.

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"Exhibit No. 30"

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Transcript from  
Judgt Lien Docket  
of W. P. Wood.  
Judgt.



# Judgment Lien Docket.

52.

| Date of Judgment.     | By What Court Rendered.           | Time of Docketing.               | Names and Description of Parties.                                                  | Debit, Damages, Interest and Costs.                                                                                                            | Amount and Date of Credits. |
|-----------------------|-----------------------------------|----------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>March<br>16th | Lee<br>County<br>circuit<br>Court | 1894<br>April<br>3 <sup>rd</sup> | Geo. A. Lerab Tree Peff.<br>vs { Debt.<br>E. S. Wax & J. L.<br>Pennington - Defts. | Judgment for \$153.75 -<br>with interest from the<br>30th day of September<br>1893, till paid, & costs<br>C 4.81 S 1.00 A. 2.50<br>Co. C. 25 - |                             |

856

A true transcript from J. L. D. No. 3 p. 52

Teste: B. M. Morgan Clerk.



West & Stewart  
Admrs &c.  
vs { In Chy.  
J. L. Pennington  
et al.  
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Exhibit No. 22.  
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Transcript from  
J. L. Docket of  
Geo. A. Crabbree  
Judgt.



## Judgment Lien Docket.

| Date of Judgment.                 | By What Court Rendered.     | Time of Docketing               | Names and Description of Parties.                                        | Debt, Damages, Interest and Costs.                                                                                                                          | Amount and Date of Credits. |
|-----------------------------------|-----------------------------|---------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>March<br>16 <sup>th</sup> | Lee County<br>Circuit Court | 1894<br>April<br>3 <sup>d</sup> | George A. Leake tree<br>- Plff<br>vs { Debt<br>J. L. Pennington<br>Deft. | Judgment for \$110.63 1/2<br>with interest from the<br>30 <sup>th</sup> day of September<br>1893, till paid &<br>costs - C. 4.71 D. 50<br>A. 2.50 Co. C. 25 |                             |

796

A true transcript from J. L. D. No. 3 p 52

Teste: B. M. Morgan Clerk.

No. 3.



West & Stewart  
Admrs.  
vs' { In Chy.  
J. L. Pennington  
et al.

~~~~~  
Exhibit No. 23.

~~~~~  
Transcript from  
Judgment Book Docket  
Geo A Crabtree  
Judgt.



# Judgment Lien Docket.

65-

| Date of Judgment. | By What Court Rendered. | Time of Docketed.            | Names and Description of Parties.                                                                              | Debt, Damages, Interest and Costs.                                                                                                                                                                | Amount and Date of Credits. |
|-------------------|-------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>June 5.   | Lee Circuit Court       | 1894<br>July 5 <sup>th</sup> | G. A. Crabtree<br>vs. { Debt.<br>J. L. Pennington, M. C.<br>Parsons, G. W. Peters<br>& James Carter.<br>Defts. | Judgment for \$611.74<br>but to be discharged<br>by the payment of<br>\$305.87 with interest<br>from the 21 <sup>st</sup> day of<br>April 1894 till paid<br>+ costs C. 2.88 S. 2.00<br>Co. C. 25- |                             |

5-13

A true transcript from J. L. D. No. 3 p. 65-  
Teste: B. M. Morgan Clerk.



West & Stewart  
Adams &c,

vs & In Chy.

J. L. Pennington et  
al.

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Exhibit No. 31.

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Transcript from  
Judgt Lien Docket  
G. A. Crabtree  
Judgt.



# Judgment Lien Docket.

74.

| Date of Judgment.             | By What Court Rendered | Time of Docketing.            | Names and Description of Parties.                                                                   | Debt, Damages, Interest and Costs.                                                                                                       | Amount and Date of Credits. |
|-------------------------------|------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>Feby 17 <sup>th</sup> | Justice of the Peace   | 1894<br>Oct. 17 <sup>th</sup> | J. M. Olinger Peff.<br>vs { Warrant for Debt.<br>J. L. Pennington and J.<br>D. Pennington -- Defts. | Judgment for \$90.00<br>with legal interest<br>Thereon from Sept. 11 <sup>th</sup><br>1893, till paid and<br>\$100 costs &c 25-<br>1.25- |                             |

A true transcript from J. L. D. No. 3 p. 74

Teste: B. M. Morgan Clerk



West and Stewart,  
Admrs &c.

vs { In Chy.

J. L. Pennington  
et als.

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Exhibit No. 32.

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Transcript from  
Judgt New Doctet  
J. M. Olmiger  
Judgt.



# Judgment Lien Docket.

82.

| Date of Judgment.    | By What Court Rendered. | Time of Docketing.               | Names and Description of Parties.                                                                                       | Debt, Damages, Interest and Costs.                                                                                                                                                                              | Amount and Date of Credits. |
|----------------------|-------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1894<br>Nov<br>Term. | Lee<br>Circuit<br>Court | 1894<br>Dec.<br>10 <sup>th</sup> | Henry J. Morgan &<br>others Plffs.<br>vs.<br>John L. Pennington J.<br>D. Pennington and<br>William Pennington<br>Defts. | Judgment for<br>\$1286 <sup>66</sup> / <sub>100</sub> with legal<br>interest thereon from<br>the 23 <sup>d</sup> day of March<br>1894, until paid and<br>costs C. S. 41 \$ 1.50<br>att'y 2.50 Co. C. 25-<br>996 |                             |

A true transcript from J. L. D. No. 3 p. 82

Teste: H. M. Morgan Clerk.



West & Stewart  
Adams, &c.,  
vs { In Chy.  
J. L. Pennington  
et al.  
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Exhibit No. 33.  
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Transcript from  
Judgt Lien docket,  
Henry J. Morgan  
Judgt.



# Judgment Lien Docket.

82

| Date<br>of<br>Judgment | By What<br>Court<br>Rendered | Time<br>of<br>Docketing          | Names and Descrip-<br>tion of Parties.                                                             | Debt, Damages,<br>Interest and Costs.                                                                                                                                       | Amount and<br>Date of Credits. |
|------------------------|------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1894<br>Nov<br>Term    | Lee<br>Circuit<br>Court      | 1894<br>Dec.<br>10 <sup>th</sup> | John D. Morgan<br>Plff.<br>vs {<br>J. L. Pennington, Wm<br>Pennington and A.<br>M. Brown -- Defts. | Judgment for \$100.00<br>with legal interest<br>thereon from the 23 <sup>d</sup><br>day of July, 1893, un-<br>til paid and costs<br>C. 4.91 S. 1.50 Atty 2.50<br>Co. C. 25- | 9.16                           |

A true transcript from J. L. D. No. 3 p. 82  
Teste: J. D. Morgan Clerk



West & Stewart,  
Adms. &c.  
vs. & In Chy.

J. L. Pennington et al.  
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Exhibit No. 34.  
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Transcript from  
Judgt Rm docket  
J. D. Morgan  
Judgt.  
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# Judgment Lien Docket.

51

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 16 <sup>th</sup>	Lee County Circuit Court.	1894 April 3 <sup>rd</sup>	W. P. Zion Guard vs { Debt. J. L. & J. D. Pennington Depts.	Judgment for \$58 <sup>00</sup> with interest from the 2 <sup>nd</sup> day of January 1892 till paid & costs C 4.81, \$1.00 A. 2.50 Co. C. 25-	856

No. 3.

A true transcript from J. L. D. No. 3. p 51

Teste: B. M. Morgan Clerk.



West & Stewart  
Admrs &c  
vs & In Chy  
J. L. Pennington  
et al  
          

Exhibit No. 21.  
          

Transcript from  
Judgment New Rock  
et of W. P. Zion, Ldrc  
Judgment.



## Judgment Lien Docket.

Date of Judgment.	By What Court Rendered	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credit.
1894 Nov Term	Lee Co. Circuit Court.	1894 Dec. 11 <sup>th</sup>	W. P. Ziew, Guard &c. Plff. vs. J. L. Pennington, J. D. Pennington and William Pennington... Defts.	Judgment for \$161 <sup>94</sup> / <sub>100</sub> The penalty of a forth coming bond to be discharged by payment of 80 <sup>89</sup> / <sub>100</sub> with legal interest thereon from the 18 <sup>th</sup> day of August 1894 till paid and costs C. 2.88, S. 1.50 co. C. 25- 4.63	

A true transcript from J. L. D. No. 3. p. 85-  
Teste: B. M. Morgan clerk.



West & Stewart  
Advers re.

vs { in Chy.

J. L. Pennington  
et al.

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Exhibit No. 35.

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Transcript from  
Judgt. Room Docket  
W. P. Zion, Edre  
Judgt.



# Judgment Lien DoCKET.

Date of Judgment	By What Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of credits.
1894 March 16 <sup>th</sup>	Lee County Circuit Court	1894 April 3 <sup>rd</sup>	E. S. Harber. - Plff. vs J. L. Pennington - Deft.	Judgment for \$348.50 with interest from the 2 <sup>nd</sup> day of January 1894 till paid + costs C. 4.71 S. 50 A. 250 Co. C. 25-	

796

A true transcript from J. L. E. No. 3, p. 50

Teste: B. M. Morgan Clerk.



West & Stewart  
Adverses etc.

vs { In Chy.

J. L. Pennington et al.  
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Exhibit No. 20.  
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Transcript from  
J. L. Docket of  
E. S. Harber Judge.



## Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Nov. Term	Lee Co Circuit Court	1894 Dec. 11 <sup>th</sup>	E. S. Harber Peff. vs { J. L. Pennington and A. H. Pennington - Defts.	Judgment for \$772. <sup>70</sup> / <sub>100</sub> The penalty on said forth coming bond, but to be discharged by the pay- ment of \$386. <sup>45</sup> / <sub>100</sub> with legal interest thereon from the 12 <sup>th</sup> day of Ju- ly 1894 until paid & costs C. 288 S. 100 Co. C 25-	

413

A true transcript from J. L. D. No. 3 p. 85-  
Teste: B. M. Morgan Clerk.



West & Stewart  
Admrs re.  
vs & In Chy.

J. L. Pennington  
et al.  
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Exhibit No. 36.  
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Transcript from  
Judgt New Docket  
E. S. Warner  
Judgt.



## Judgment Lien Docket.

Date of Judgment	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Decr. 1 <sup>st</sup>	Justice of Peace	1895 - July 3 <sup>rd</sup>	Emily Stewart + Wood- ard Stewart - Plff. vs { Debet. J. L. Pennington - Deft.	Judgment for \$66. <sup>00</sup> with interest from 15 <sup>th</sup> day of June 1894, until paid + costs J.P. 1.00 c 25 - 1.25 -	

A true transcript from J.L.D. No. 3 p. 98  
 Teste: B. M. Morgan clerk.



West & Stewart  
Adams &c.  
vs & In Chy.  
J. L. Pennington  
et als,

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Exhibit No. 37.

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Transcript from  
Judgt Lien Docket.  
Emily & Woodward  
Stewart Judgt.

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# Judgment Lien Docket.

49

Date of Judgment.	By what Court Rendered.	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 16 <sup>th</sup>	Lee County Circuit Court	1894 April 3 <sup>d</sup>	E. W. Pennington, Comr &c - Plff.  vs & Debt. J. L. Pennington, James F. Witt. + Jacob Witt - Defts.	Judgment for \$305.45 with interest from the 6 <sup>th</sup> day of November 1890 till paid and costs C 4.81 D. 1.00 A 2.50 Co. C. 25 -  856	less: 1/6/1892 \$100.00 12/12/1892 \$50.00 Jan 1 <sup>st</sup> 1896 \$48.84 Sept. 8/1896 \$131.25

A true transcript from J.L.D. No. 3, p 49

Teste: B. M. Morgan Clerk.



West & Stewart  
Admrs. &c  
vs { In Chy.  
J. L. Pennington  
et al.

~~~~~  
Exhibit No. 19.

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Transcript from  
J. L. Doebel of  
E. W. Pennington,  
Comm. Judgt.



# Judgment Lien Docket.

99

Date of Judgment	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Nov 7 <sup>th</sup>	Lee circuit Court	1895- Sept 17 <sup>th</sup>	E. W. Pennington Comr of Lee County Va. vs { In Debt. J. L. Pennington & J. D. Pennington Lee Co. Va - - -	Judgment for \$485.68 penalty of a forth coming bond but which is to be discharged by the payment of \$242.84 and legal interest thereon from the 10 <sup>th</sup> day of July 1894 till and the costs C. 2.88 S. 1.00 Co. Clk 25-	4.15

A true transcript from J. L. D. No. 3 p. 99

Teste: K. M. Morgan. Clerk.



West & Stewart  
Admrs. re.  
vs' & Lu Chy.  
J. L. Pennington  
et als.

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Exhibit No. 38.

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Transcript from  
Judgt. New Docket  
E. W. Pennington, Comm.  
Judgt.



## Judgment Lien Docket.

Date of Judgment.	By What Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1896 Decr. 5 <sup>th</sup>	Justice of Peace.	1894 Janry 18 <sup>th</sup>	T. J. Ely, Admr. Est of Geo. T. Leisler decd Plff  vs { Debt. J. L. Pennington, Wm Johnson, James Carter & Sarah Johnson - Defts.	Judgment for \$81.35 - with interest from the 2 <sup>nd</sup> day of Nov. 1896 till paid & costs J.C. \$1.90 Co. C. 25 - 2 15 -	Cr. By \$40.00 paid by James M. Cart Sept 19/98. July 21 1902. Received payment in full from Geo. Carter per J. C. Nov. J. J. Ely. Admr.

A true transcript from J.L.D. No. 3 p. 143

Teste: B. M. Morgan

Clerk.



West & Stewart;  
Admrs. &c.  
vs { Sw lchy.  
J. L. Pennington et al.  
~~~~~

Exhibit No. 39.  
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Transcript from  
Judgt Lien Docket  
T. J. Ely, Admr. &c  
Judgt.



# Judgment Lien Docket.

✓ 154  
1894

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 9.	Lee Co Circuit Court	1894 March 22 <sup>nd</sup>	Pennington Gap Bank Peff. vs { Debt. J. D. Pennington, J. L. Pennington & L. M. Zion - - - Defts.	Judgment for \$300.00 with interest from 6 <sup>th</sup> day of Jan- uary 1894, until paid + costs C. 3.91 Tax 1 <sup>00</sup> S. 1.50 Atty 2.50 Co. C. 25-	

946

A true transcript from J. L. D. No. 3 p. 154  
 Recd: B. M. Morgan Clerk.  
 whole paid by L. M. Zion + claims J. L. D. should pay  
 back one half, being co-sureties.



West & Stewart  
Admrs &c.  
vs & In Chy.  
J. L. Pennington  
Et als.

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Exhibit No. 43.

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Transcript from  
Judgt. Lien Docket  
Pennington Gap Bank  
Judgt.



# Judgment Lien Docket.

154  
(27.5)

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 5.	Lee Co. Circuit Court.	1894 March 22 <sup>nd</sup>	Pennington Gap Bank - Plff. vs & Debt. J. L. Pennington, William Pennington, J. D. Pennington & L. M. Zion.	Judgment for \$367.65 with interest from the 1 <sup>st</sup> day of March 1896, until paid and costs c. 4.01 S. 1.00 S. 2.00 Atty Defts. 2.50 Co. C. 25-	\$100.00 Sept 5, '98 by L. M. Zion. \$100.00 Jan'y 4, '99 by same.
				\$9.76	

A true transcript from J. L. D. No. 3 p. 154

Teste: B. M. Morgan Clerk.

L. M. Zion claims subrogation.



West & Stewart,  
Adams &c.

vs { Lu Chy.

J. L. Pennington & al.  
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Exhibit No. 41.  
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Transcript from  
Judgt. Rich Docket  
Pennington & al Bank  
Judgt.



# Judgment Lien Docket.

154  
37

Date of Judgment	By What Court Rendered	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 March 7.	Lee Co. Circuit Court.	1897 March 22 <sup>d</sup>	Pemington Gap Bank -- Ref. vs. { Debt. J. L. Pemington, J. D. Pemington & A. N. Pemington -- Defts.	Judgment for \$150.00 with interest from 25 <sup>th</sup> day of February 1896, until paid & costs Clerk 3.91 Tax 1.00 S. 1.50 Atty 2.50 Co. C. 25-	\$41.92 Jan 3 <sup>d</sup> '99 A. N. Pemington 9.16 " " " " 108.40 Sept 30 '99 " which satisfied in full

916

A true transcript from J. L. D. No. 3 p-154  
 Teste: B. M. Morgan Clerk.  
 all paid by dm who claims subrogation



West & Stewart  
Adms. re.  
vs. & In Chancery  
J. L. Pennington  
et als.

~~~~~  
Exhibit No. 45:

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Transcript from  
Judgt. Lien Docket  
Pennington Gap Bank  
Judgt.



# Judgment Lien Docket.

✓

154.  
4th

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 7.	Lee Co. Circuit Court.	1894. March 22 <sup>d</sup>	Pennington Gap Bank Plff. vs { Debt. J. B. Pennington, L. M. Ziow, J. L. Pennington & A. N. Pennington --- Defts.	Judgment for \$294.20 with interest from 6 <sup>th</sup> day of January, 1894, until paid, Costs C. 40 <sup>c</sup> S. 1 <sup>00</sup> D. 2 <sup>00</sup> atty 2.50 Co. C. 25-  9.76	\$9.76 Jan. 3 <sup>d</sup> '99 by A. N. Pen- nington -

A true transcript from J. L. D. No. 3 p. 154  
Teste: B. W. Morgan Clerk.

See #8 Hyatts statement



West & Stewart,  
Adms. &c.  
vs. & Lw Chy,  
J. L. Pennington  
et al.

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Exhibit No. 42.

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Transcript from  
Judgt. Lien Doctet  
Pennington Gap Bank  
Judgt.



# Judgment Lien Docket.

✓ 154  
5th

Date of Judgment	By what Court Rendered	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 5.	Lee Co. Circuit Court.	1894 March 22 <sup>nd</sup>	Pennington Gap Bank Plff. vs { Debt. William Pennington, J. L. Pennington, & A. M. Pennington — Defts.	Judgment for \$385.80 with interest on \$185.80 from the 26 <sup>th</sup> day of January 1894, and on \$200.00 the residue from 6 <sup>th</sup> day of Feby 1894, until paid and costs C. 3.71 L. 1.00 S. 1.50 Atty 2.50 Co. C. 25— 916	\$23.07 Sept 30 <sup>th</sup> '99 by A. M. Pennington 9.16 Jan. 3 <sup>rd</sup> '99 by Same. 164.70 Nov. 1 <sup>st</sup> '99 by Same.

A true transcript from J. L. D. No. 3 p. 154  
 Teste: B. M. Morgan Clerk.  
 all paid by all who claim that J. L. should pay  
 back 1/2, being joint sureties



West & Stewart  
Adams & Co.

vs { In Chy.

J. L. Pennington  
et al.,

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Exhibit No. 44.

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Transcript from  
Judgt Lien Docket  
Pennington Gap Bank  
Judgt.



# Judgment Lien Docket.

153.

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 9.	Lee Co. Circuit Court.	1894 March 22 <sup>nd</sup>	Pennington Gap Bank Plff. vs { Debt. J. L. Pennington, J. D. Pen- nington and William Pennington -- Defts.	Judgment for \$110.02 with interest from the 25 <sup>th</sup> day of September 1895, until paid and costs c. 3.91 S. 1.00 S. 1.50 Atty 2.50 Co. C. 25 - 916	

A true transcript from J. L. D. No. 3 p. 153  
Teste: B. M. Morgan Clerk.

Not Paid



West & Stewart,  
Admors  
vs { Sw Chy.  
J. L. Pennington et al.  
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Exhibit No. 40.  
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Transcript from  
Judgt Lien Doctet  
Pennington Gap Bank  
Judgt.



# Judgment Lien Docket.

155-

Date of Judgment.	By What Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 March 5.	Lee Co. Circuit	1894 March 22 <sup>nd</sup>	W. S. Hurst - Plff. vs { Debt J. L. Pennington, Deft.	Judgment for \$872.08 with interest from 1 <sup>st</sup> day of May, 1896, un- til paid costs C. 3 <sup>4</sup> J. 140 J. 50 Atty 2 <sup>50</sup> Co. C. 25-	

836

A true transcript from J. L. D. No. 3 p. 155-

Teste: B. W. Morgan

clerk

not paid



West & Stewart,  
Admors.  
vs & In Chy.  
J. L. Pennington et  
al.

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Exhibit No. 46.

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Transcript from  
Judgment Lien  
Docket  
W. S. Hurst  
Judgt.



# Judgment Lien Docket.

157

Date of Judgment	By What Court Rendered	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 April 14 <sup>th</sup>	Justice of Peace	1894 April 28 <sup>th</sup>	Pennington Gap Bank Plff. vs. { Debt - John L. Pennington, J. F. Staggs, A. N. Pen- nington + R. L. Evans Defts.	Judgment for \$100.00 with interest from the 14 <sup>th</sup> day of January 1896, until paid costs 50cts clerk 25cts 75-	

A true transcript from J. L. D. No. 3 p. 15-7

Teste: B. M. Morgan Clerk.

Paid equally by J. F. S., A. N. P., + R. L. Evans, sureties, who claim subrogation



West & Stewart  
Admrs &c  
vs { See Chy.  
J. L. Pennington  
et al.

~~~~~  
Exhibit No. 47.

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Transcript from  
Judgt Kim Docket  
Pennington Capt Bank  
Judgt.



# Judgment Lien Docket.

157

Date of Judgment	By What Court Rendered	Time of Doct'g	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 April 14 <sup>th</sup>	Justice of Peace	1897 April 28 <sup>th</sup>	Pennington Gap Bank Plff vs J. L. Pennington, William Pennington, J. D. Pennington and John F. Skaggs. Defts.	Judgment for \$100.00 with interest from the 14 <sup>th</sup> day of January 1896, until paid & costs costs Clerk 25 -  75 -	

A true transcript from J. L. D. No. 3 p. 157

Teste: B. M. Morgan Clerk.

Paid by J. F. Skaggs who claims right of subrogation



West & Stewart  
Adams & Co.  
vs & In Chy.  
J. L. Pennington,  
Pls.

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Exhibit No. 48.

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Transcript from  
Judgment Lien  
Docket  
Pennington vs Bank  
Judgt.



# Judgment Lien Docket.

158

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 April 14 <sup>th</sup>	Justice of Peace	1894 April 28 <sup>th</sup>	W. S. Hurst Plff. vs { Debt. John L. Pennington Debt.	Judgment for \$50.63 with interest from the 1 <sup>st</sup> day of May 1896, until paid, + costs 50 cts clerk 25-	

75-

A true transcript from J. L. D. No. 3 p 158

Teste: B. M. Morgan clerk

not paid



West & Stewart,  
Admrs &c  
vs & In Chy.  
J. L. Pennington  
et als.  
~~~~~

Exhibit No. 49.  
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Transcript from  
Judgt Lien docket  
W. S. Hurst  
Judgt.



# Judgment Lien Docket.

170

Date of Judgment	By What Court Rendered	Time ofocketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Novr Term 1897	Lee Co. Circuit Court	Novr 22 <sup>nd</sup> 1897.	R. L. Pennington for benefit of N. P. Morgan Plff. vs Debt. A. N. Pennington, James D. Pennington, J. L. Pennington & Geo. W. Hughes - Defts.	Judgment for \$256.32 with interest on \$130.04 part thereof from the 20 <sup>th</sup> day of January, 1897, & on \$126.28 from the 20 <sup>th</sup> day of October 1896 until paid & costs @ 4.11 % 1.00 Shff 2.00 Atty 2.50 Co. C. 25-	Paid in full by A. N. Pennington.

A true transcript from J. L. D. No. 3 p. 170

Teste: B. M. Morgan Clerk.

A. N. P. was forinipal  
do not report at all



West & Stewart  
Admors &c.  
vs' { In Chy.

J. L. Pennington et al.

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Exhibit No. 51.

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Transcript from  
Judgt Lien Docket  
R. L. Pennington, for &c  
Judgt.



# Judgment Lien Docket.

164

Date of Judgment	By What Court Rendered.	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 June 7.	Lee Co. Circuit Court	1894 June 26 <sup>th</sup>	James W. Orr & George W. Blauekship, partners doing business under the firm name of Orr & Blauekship - Plffs.  vs. Debt. J. D. Pennington, J. L. Pennington, George W. Hughes, Wm Pennington & C. D. Russell. Defts.	Judgment for \$175.00 with interest from 7 <sup>th</sup> day of September 1896 until paid + costs c. 4.11 T. 1.00 S. 2.50 Co. c. 25=	786

Bath only on Judgt.

A true transcript from J. L. D No. 3 p 164

Teste: B. M. Morgan Clerk.

Paid by Russell & Hughes (See depo of Russell)



West & Stewart  
Admors.

vs & In Chy.

J. L. Pennington,  
et als.

~~~~~

Exhibit No 50.

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Transcript from  
Judgt Lien Docket  
Orr & Blaukenship  
Judgt.



# Judgment Lien Docket

171.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs	Amount and Date of Credits.
1894 Nov Term.	Lee Co Circuit Court.	1894 Nov 22 <sup>nd</sup>	Car & Relationship Plffs. vs' & Debt. J. D. Pennington, J. L. Pennington & Co. D. Russell - Defts.	Judgment for \$175.00 with interest from the 14 <sup>th</sup> day of September 1894, until paid & costs C 4.11 S 1.00 S. 1.50 Co. C. 25-	6 86

A true transcript from J. L. D No. 3 p 171

Teste: B. M. Morgan Clerk.



West & Stewart,  
Adams &c,  
vs { Lew Chy.

J. L. Pennington  
Et al.

~~~~~

Exhibit No. 52.

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Transcript from  
Judgt Lew Docket  
Arr & Bondsman  
Judgt.



# Judgment Lien Docket.

178.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1898 June 10 <sup>th</sup>	Lee Co Justice Peace	1898 June 10	A. M. Brown Plff. vs { In Debt. John L. Cunningham Deft.	Judgment that the Plaintiff recover of the defendant \$42.49 with interest thereon from the 1 <sup>st</sup> day of Jan'y 1894, until paid and \$0.50 for costs c 25¢ .75-	

A true transcript from J. L. D. No. 3 p. 178

Teste: W. M. Morgan

Clerk.

Not paid.



West & Stewart  
Admors &c.  
vs & In Chy.  
J. L. Pennington  
Et al.

~~~~~  
Exhibit No. 53.

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Transcript from  
Judgt Lien Docket.  
A. M. Brown  
Judgt.



# Judgment Lien DoCKET.

178

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and date of Credits.
1898 May 21	Lee Co. Circuit Court	1898 May 21 <sup>st</sup>	Wheeland Foundry & Machine Works Plff.  vs' { Debt.  J. L. Pennington - Debt.	Judgment for \$1441.88 with interest from the 7 <sup>th</sup> day of March 1893, until paid & costs C 2.75 - L. 1.00 Atty 2.50 Co. C 25  6.50	

A true transcript from J. L. D. No. 3 p 178

Teste: B. M. Morgan, Clerk.

See Wheelands Foundry & machine vs Martha Sprinkle et al.  
Chy cause. for credit.



West & Stewart  
Admrs &c.  
vs.  $\frac{1}{2}$  Sec Chy.  
J. L. Pennington  
et al.

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Exhibit No. 54.

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Transcript from  
Judgt Hen Docket.  
Whelands Foundry  
& Machine Works  
Judgt.



# Judgment Lien Docket.

205-

Date of Judgment.	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Nov. 5 1899	Circuit Court of Lee County	Nov. 25 <sup>th</sup> 1899.	Jennie Philipps Plff. vs { In Chancery. Wm Pennington, J. D. Pennington, J. L. Pennington, A. N. Pennington and W. J. Millham, Admrs. of the estate of John S. Burgau, Sr.; decd. Defts.	Judgment for \$798.88 with interest thereon from the 1 <sup>st</sup> day of March, 1895, until paid, and \$25.88 costs, subject to a credit of \$31.05 as of the 1 <sup>st</sup> day of March, 1896.	

A true transcript from J. L. D. No. 3 p 205

Teste: B. M. Morgan clerk.



West & Stewart  
Admors &c.  
vs { In Chy.  
J. L. Pennington  
et als.

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Exhibit No. 55.

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Transcript from  
Judgt Lien Docket  
Jemie Phillipps -  
Judgt.



# Judgment Lien Docket.

205-

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Novr 5, 1899	Circuit Court of Lee County	Novr 25 <sup>th</sup> 1899.	Lee Phillipps Plff. vs & In Chancery. Wm Pennington J. D. Pennington, J. L. Pennington, A. N. Pennington and W. S. Mickleham, Admrs. of the Estate of Geo. S. Borgan Sr. decd. Defts.	Judgment for \$798.88, with interest thereon from the 1 <sup>st</sup> day of March 1895, until paid, and \$25.88 costs, subject to a credit of \$26.46 as of March 1 <sup>st</sup> 1896.	

A true transcript from J. L. D. No. 3 p. 205-  
 Teste: B. M. Morgan Clerk.



West & Stewart,  
Adverses.  
vs. { In Chy.  
J. L. Pennington  
et al.

Exhibit No. 57.

Transcript from  
Judgt. Lien Book  
Lee Phillipps  
Judgt.



## Judgment Lien Docket.

Date of Judgment.	By What Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Novr. 5 1899.	Circuit Court of Lee County	Novr. 25 <sup>th</sup> 1899.	Mary E. Lunningham Plff. vs E. Lechaucery, Wm Pennington, J. D., Pennington, J. L. Pen- nington, A. N. Pen- nington and W. P. Mileham, Admr. of the estate of Jno. S. Bur- gan, dec'd. Defts.	Judgment for \$633.98 with interest thereon from March 1 <sup>st</sup> 1895- until paid and \$52.52 Costs.	

A true transcript from J. L. D. No. 3 p 205  
 Teste: B. M. Morgan Clerk.



West & Stewart,  
Sclmrs &c.  
vs' { In Chy.  
J. L. Pennington  
et al.  
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Exhibit No. 56.  
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Transcript from  
Judgt view docket  
Mary E. Lammighaus  
Judgt.



## Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Sept 5 1900	County Court Lee Co.	Sept 25 1900	American Stave & Cooperage Co. Plff.  vs & J. L. Pennington Deft.	Judgment for \$11.06 Costs.	

A true transcript from J. L. D. No. 3 p. 218  
 Teste: B. M. Morgan Clerk.



West & Stewart,  
Adverses vs.  
vs & In Chy.  
J. L. Pennington  
et al.

~~~~~  
Exhibit No. 58.

~~~~~  
Transcript from  
Judgt Henry Doobet  
American Slave  
& Coopersage Co.  
Judgt.



Collections made by Orr & Blankenship for  
 Wheelands Foundry & Machine Works from  
 J. L. Pennington and which should be credited  
 on their judgment against said Pennington.

1898.		
Aug 9th	On sale of Engine & C. Middleton, Pace et al.	\$ 40.00
July 8th	On same from J. S. Bailey	2 1/2. 00
July 15th	On same " Judge Hall atty.	171. 00
Apr 2nd	On same " Same thro C. T. Duncan	50. 00
		473. 00

Amount paid to Judge Duncan by Judge  
 W. H. Ball, which I think was on the \$ 50.00  
 - above claim.

And there should perhaps be a further  
 credit to J. L. Pennington on the above  
 Judgt for the amount of a note executed  
 by Fannie O. Pennington wife of J. L. Pennington,  
 to Wheelands Machine works. May 15th 1901.  
 and secured by deed of Trust. \$200.00

July 16th 1903.

James W. Orr atty  
 for Wheelands Machine  
 Works.

In the suit of Wheelands Foundry & Machine Works  
 against Martha S. Sprinkle et al. After pay-  
 ment of costs of suit & Com' on sale there  
 remained of the purchase, and which should  
 be credited on above Judgt as of May 20th 1901.  
 \$63.21



Wheeler's Machine  
Works.  
or { Statement of Cms.  
J. L. Pennington.



## The Commonwealth of Virginia,

*To the Sheriff of the county of Lee, Greeting:*

WE COMMAND YOU, That you summon J L Pennington, William Pennington, Henry Z Parsons, J C Jessee administrator of the estate of M C Parsons, deceased; Ellen Jessee, Eva Russell, George W Parsons, Rebecca Wampler, Wheeler P Parsons, and Bessie A Parsons (the two last named being infants under the age of twenty-one years), heirs at law of M C Parsons, deceased; George W Russell, administrator of the estate of H J Russell, deceased; Catherine Russell, Bernice Russell, Bernard Russell, and Pearl Russell, infant heirs at law of H J Russell, deceased; A M Olinger; James W Orr and C K Brown, partners in trade under the firm name of Brown & Orr; W P Wood, R J Wood, R L Wood, and R A Wood, partners in trade under the firm name of R J Wood & Sons; E S Harber, John D Morgan, Henry J Morgan; W S Hurst, A G Hyatt and J A G Hyatt, private bankers under the firm name of Pennington Gap Bank; Mary E Laningham; Lee Phillips, an infant under twenty-one years of age; Jennie Phillips, E W Pennington, commissioner; G W Peters, Emily Stewart and Woodward Stewart; W P Zion, Guardian etc; J M Greer, J R McDowell, J G Duncan, and O Schmalzried, partners in trade under the firm name of Greer Machinery Co.; J M Olinger; T J Ely, administrator of the estate of George T Crider, deceased; R L Pennington for etc.; James W Orr and George W Blankenship, law partners under the firm name of Orr & Blankenship; Wheelands Foundry and Machine Works, a corporation; A M Brown; American Stave and Cooperage Company, a corporation; J D Pennington, John F Skaggs, R L Evans, George W Hughes, C D Russell, L M Zion, A N Pennington, William Johnson, James Carter, Sarah Johnson, M L Slemp, James F (E) Witt; C E Flanary, administrator of the estate of Jacob Witt, deceased, W J Mileham, administrator of the estate of John S Borgan, Sr., deceased, E S Wax, W S Hurst, H G Ely; and —, admr. of the estate of Geo A Crabtree, decd., to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court on the 3rd Monday in May, 1901, to answer an amended bill in chancery exhibited against them in our said court by W P M Stewart and S P West, administrators of the estate of Joseph Ely, deceased. And have then there this writ. Witness A B MUNSEY, Clerk of our said Court, at the court-house, the 11th day of May, 1901, and in the 125th year of the Commonwealth.

*A B Munsey* Clerk.

A copy, Teste: \_\_\_\_\_ Clerk.



N.P. M Stewart et al <sup>Admrs</sup>  
vs } Sps in Chancery  
J.L. Pennington et al

2nd May rules 1901

Granted May the  
17th 1901 by DeLamering  
Text copy of the within  
Sulphur to C.H. Brown  
A.M. Brown and C.L.  
DeLamering.

W.J. Wilcham  
J.C.



Virginia, Lee County, to-wit:

I, A.B.Munsey, Clerk of the Circuit Court of Lee County, Virginia, do certify that Charles Pennington this day personally appeared before me in my office and made oath that on the 14th day of May, 1901, he delivered an attested office copy of the ~~annexed~~ subpoena to each of the following parties in person, to-wit, John F.Skaggs, E.W.Pennington, W.J.Mileham, James W.Orr, R.L.Pennington, Henry J.Morgan, J.L.Pennington, J.C.Jessee and George W.Parsons; and that on the same day he delivered a like copy of same to Benjamine Wampler, husband of and a member of the family of Rebecca Wampler, over sixteen years of age, for the said Rebecca Wampler, who was found at the usual place of abode of the said Rebecca Wampler and the said Rebecca Wampler not being found at her usual place of abode, to whom he explained the purport of said Subpoena; that on the 15th day of May, 1901 he delivered and attested office copy of the annexed subpoena to each of the following parties in person, to-wit, E.S.Wax, George W.Hughes, Emily Stewart, and A.M.Olinger; that on the same day he delivered a like copy to \_\_\_\_\_ Slomp, wife of \_\_\_\_\_ and a member of the family of M.L.Slomp over the age of sixteen years, to whom he explained the purport of said subpoena, for said L.M.Slomp, the said \_\_\_\_\_ Slomp being at the usual place of abode of the said M.L.Slomp and the said M.L.Slomp being absent from his usual place of abode; that on the same day he delivered a like copy to \_\_\_\_\_ Parsons, wife of Henry Z.Parsons and a member of his family over the age of sixteen years, for said Henry Z.Parsons, ~~she~~ being found at the usual place of abode of the said Henry Z.Parsons and the said Henry Z.Parsons not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to \_\_\_\_\_ Peters, wife and member of the family of G.W.Peters, over sixteen years of age, for the said G.W.Peters, who was found at the usual place of abode of the said G.W.Peters and the said G.W.Peters not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to \_\_\_\_\_ Carter, wife and member of the family of James Carter over the age of sixteen years, for the said James Carter, she being found at the usual place of abode of the said James Carter, and the said James Carter not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to S.C.Russell, wife of \_\_\_\_\_ and member of the family of C.D.Russell over the age of sixteen years for the said C.D.Russell, she being found at the usual place of abode of the said C.D.Russell and the said C.D.Russell not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to \_\_\_\_\_ Ely, father of \_\_\_\_\_ and member of the family of H.G.Ely over the age of sixteen years, for said H.G.Ely, said \_\_\_\_\_ Ely being found at the usual place of abode of the said H.G.Ely and the said H.G.Ely not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to \_\_\_\_\_ Olinger, wife of \_\_\_\_\_ and a member of the



*family of*

J.M.Olinger over the age of sixteen years, for said J.M.Olinger, she being found at the usual place of abode of the said J.M.Olinger, and the said J.M.Olinger not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to B.J.Pennington, Wife of William Pennington and member of his family over the age of sixteen years, for said William Pennington she being found at the usual place of abode of the said William Pennington and the said William Pennington not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the 16th day of May, 1901 he delivered an attested office copy of the within subpoena to each of the following named parties, in person, to-wit, Eva Russell and E.S.Harber; that on the same day he delivered a like copy to Sarah Evans, wife and member of the family of R.L.Evans over the age of sixteen years, for the said R.L.Evans, she being found at the usual place of abode of the said R.L.Evans and the said R.L.Evans not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the 17th day of May 1901 he delivered an attested office copy of the annexed subpoena to the following named parties, in person, to-wit, J.D.Pennington and George W.Russell.

Given under my hand this the 17th day of May, 1901.

Arb Munsey Clerk.



## The Commonwealth of Virginia,

*To the Sheriff of the county of Lee, Greeting:*

WE COMMAND YOU, That you summon J. L. Pennington, William Pennington, Henry Z Parsons, J.C. Jessee administrator of the estate of M.C. Parsons, deceased; Ellen Jessee, Eva Russell, George W. Parsons, Rebecca Wampler, Wheeler P Parsons, and Bessie A Parsons (the two last named being infants under the age of twenty-one years), heirs at law of M C Parsons, deceased; George W. Russell, administrator of the estate of H J Russell, deceased; Catherine Russell, Bernice Russell, Bernard Russell, and Pearl Russell, infant heirs at law of H J Russell, deceased; A M Olinger; James W Orr and C K Brown, partners in trade under the firm name of Brown & Orr; W P Wood, R J Wood, R L Wood, and R A Wood, partners in trade under the firm name of R J Wood & Sons; E S Harber, John D Morgan, Henry J Morgan; W S Hurst, A. G. Hyatt and J. A. G. Hyatt, private bankers under the firm name of Pennington Gap Bank; Mary E. Laningham; Lee Phillips, an infant under twenty-one years of age; Jennie Phillips, E. W. Pennington, commissioner; G. W. Peters, Emily Stewart and Woodward Stewart; W. P. Zion, Guardian etc; J. M. Greer, J. R. McDowell, J. G. Duncan, and O. Schmalzaried, partners in trade under the firm name of Greer Machinery Co.; J. M. Olinger; T. J. Ely, administrator of the estate of George T Crider, deceased; R. L. Pennington for etc.; James W. Orr and George W. Blankenship, law partners under the firm name of Orr & Blankenship; Wheelands Foundry and Machine Works, a corporation; A M Brown; American Slave and Cooperage Company, a corporation; J D Pennington, John F. Skaggs, R. L. Evans, George W. Hughes, C. D. Russell, L. M. Zion, A. N. Pennington, William Johnson, James Carter, Sarah Johnson, M. L. Slemp, James F. (E) Witt; C. E. Flanary, administrator of the estate of Jacob Witt, deceased, W J Mileham, administrator of the estate of John S Burgan, Sr., deceased; E S Wax-W-S Hurst H G Ely; and —, admr of the estate of Geo A Crabtree, decd., to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the 3rd Monday in May, 1901, to answer an amended bill in chancery exhibited against them in our said court by W P M Stewart and S P West, administrators of the estate of Joseph Ely, deceased. And have then there this writ. Witness A B MUNSEY, Clerk of our said Court, at the court-house, the 11th day of May, 1901, and in the 125th year of the Commonwealth.

*A B Munsey* Clerk.

A copy, Teste: *A B Munsey* Clerk.



W.P.M.Stewart and S.P.West, Ad-  
ministrators of the estate  
Joseph Ely, deceased.

Vs. ( Subpoena in Chancery.

J.L.Pennington, et als.

L. T. Hyatt, p. q.

To Second May Rules, 1901,  
Circuit Court of Lee County.



## The Commonwealth of Virginia,

*To the Sheriff of the county of Lee, Greeting:*

WE COMMAND YOU, That you summon J L Pennington, ~~William~~ Pennington, Henry Z Parsons, J C Jessee administrator of the estate of M C Parsons, deceased; Ellen Jessee, Eva Russell, George W Parsons, Rebecca Wampler, Wheeler P Parsons, and Bessie A Parsons (the two last named being infants under the age of twenty-one years), heirs at law of M C Parsons, deceased; George W Russell, administrator of the estate of H J Russell, deceased; Catherine Russell, Bernice Russell, Bernard Russell, and Pearl Russell, infant heirs at law of H J Russell, deceased; A M Olinger; James W Orr and C K Brown, partners in trade under the firm name of Brown & Orr; W P Wood, R J Wood, R L Wood, and R A Wood, partners in trade under the firm name of R J Wood & Sons; E S Harber, John D Morgan, Henry J Morgan; W S Hurst, A G Hyatt and J A G Hyatt, private bankers under the firm name of Pennington Gap Bank; Mary E Laningham; Lee Phillips, an infant under twenty-one years of age; Jennie Phillips, E W Pennington, commissioner; G W Peters, Emily Stewart and Woodward Stewart; W P Zion, Guardian etc; J M Greer, J R McDowell, J G Duncan, and O Schmalzaried, partners in trade under the firm name of Greer Machinery Co.; J M Olinger; T J Ely, administrator of the estate of George T Crider, deceased; R L Pennington for etc.; James W Orr and George W Blankenship, law partners under the firm name of Orr & Blankenship; Wheelands Foundry and Machine Works, a corporation; A M Brown; American Stave and Cooperage Company, a corporation; J D Pennington, John F Skaggs, R L Evans, George W Hughes, C D Russell, L M Zion, A N Pennington, William Johnson, James Carter, Sarah Johnson, M L Slemph, James F (E) Witt; C E Flanary, administrator of the estate of Jacob Witt, deceased, W J Mileham, administrator of the estate of John S. Burgan, Sr., deceased, E S Wax, W S Hurst, H G Ely; and —, admr. of the estate of Geo A Crabtree, decd., to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court on the 3rd Monday in May, 1901, to answer an amended bill in chancery exhibited against them in our said court by W P M Stewart and S P West, administrators of the estate of Joseph Ely, deceased. And have then there this writ. Witness, A B MUNSEY, Clerk of our said Court, at the court-house, the 11th day of May, 1901, and in the 125th year of the Commonwealth.

A copy, Teste:

*A B Munsey* Clerk.

*A B Munsey* Clerk.



Virginia, Lee County, to wit:--

I, L.T.Hyatt, a commissioner in chancery for the circuit court of Lee County, do certify that Charles Pennington has this day made oath before me that on the 18th day of May, 1901, he delivered an attested office copy of the within subpoena to Sarah Stewart, wife and member of the family of Woodward Stewart over the age of 16 years, to whom he explained the purport of said summon, she being found at the usual place of abode of the said Woodward Stewart and he being absent from his usual place of abode; in Lee County, Virginia; and that the said Charles Pennington has also made oath before me that on the 18th day of May, 1901, in Letcher County Kentucky, he delivered an attested office copy of said summon to W. R.Johnson, for himself, and also for his wife, she not being at their usual place of abode and the said W.R.Johnson being the husband and a member of the family of the said Sallie Johnson over 16 years of age who was found at her usual place of abode, and to whom I explained the purport of said summon. Given under my hand this the 20th day of May, 1901.

L.T.Hyatt, Comr. in Chy.

comr.

L.T.Hyatt

20th day of May, 1901.

I, L.T.Hyatt, a commissioner in chancery for the circuit court for the county aforesaid, do certify that J.M.Pennington has this day made oath before me that on the 18th day of May, 1901, he delivered an attested office copy of the within subpoena to Ellen Jesse in Lee County, Virginia. Given under my hand this the

Virginia, Lee County, to wit:

Edward Stopton  
Greenville, S.C.



# The Commonwealth of Virginia,

*To the Sheriff of the county of Lee, Greeting:*

148  
WE COMMAND YOU, That you summon ~~J L Pennington, William Pennington, Henry Z Parsons, J C Jessee~~ administrator of the estate of M C Parsons, deceased; ~~Ellen Jessee, Eva Russell, George W Parsons, Rebecca Wampler, Wheeler P Parsons, and Bessie A Parsons~~ (the two last named being infants under the age of twenty-one years), heirs at law of M C Parsons, deceased; ~~George W Russell, administrator of the estate of H J Russell, deceased; Catherine Russell, Bernice Russell, Bernard Russell, and Pearl Russell, infant heirs at law of H J Russell, deceased; A M Olinger, James W Orr and C K Brown, partners in trade under the firm name of Brown & Orr; W P Wood, R J Wood, R F Wood, and R A Wood, partners in trade under the firm name of R J Wood & Sons; E S Harber, John D Morgan, Henry J Morgan; W S Hurst, A G Hyatt and J A G Hyatt, private bankers under the firm name of Pennington Gap Bank; Mary E Laningham; Lee Phillips, an infant under twenty-one years of age; Jennie Phillips, E W Pennington, commissioner; G W Peters, Emily Stewart and Woodward Stewart; W P Zion, Guardian etc; J M Greer, J R McDowell, J G Duncan, and O Schmalzaried, partners in trade under the firm name of Greer Machinery Co.; J M Olinger; T J Ely, administrator of the estate of George T Crider, deceased; R L Pennington for etc; James W Orr and George W Blankenship, law partners under the firm name of Orr & Blankenship; Wheelands Foundry and Machine Works, a corporation; A M Brown; American Stave and Cooperage Company, a corporation; J D Pennington, John F Skaggs, R L Evans, George W Hughes, C D Russell, L M Zion, A N Pennington, William Johnson, James Carter, Sarah Johnson, M L Slomp, James F (E) Witt, C E Flanary, administrator of the estate of Jacob Witt, deceased, W J Mitham, administrator of the estate of John S Burgan Sr., deceased, E S Wax, W S Hurst, H G Ely, and —, admr of the estate of Geo A Crabtree, decd., to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the 3rd Monday in May, 1901, to answer an amended bill in chancery exhibited against them in our said court by W P M Stewart and S P West, administrators of the estate of Joseph Ely, deceased. And have then there this writ. Witness, A B MUNSEY, Clerk of our said Court, at the court-house, the 11th day of May, 1901, and in the 125th year of the Commonwealth.~~

*A. B. Munsey* Clerk.

A copy, Teste: \_\_\_\_\_ Clerk.



W. P. M. Stewart and S. P. West  
administrators of the estate of  
Joseph Ely Decd

vs } Subpoena in Chancery

J. L. Pennington et als

2nd May rules 1901

Executed May 17<sup>th</sup> 1901 by  
Delivering a true copy  
of the within Summons  
to J. F. Witt

E. S. Evans  
Deputy for  
W. J. Milham  
J. L. E



LIVE CIRCUIT COURT

West and Stewart, Admsrs. et al,

v.

Henry Z. Parsons, et al.

EXCEPTIONS TO ANSWERS

Plaintiffs except to the sufficiency of the answer filed in this cause by Henry Z. Parsons at rules on September 4, 1901, for the following reasons:

1. So much of said answer as seeks to plead res adjudicata by reason of the former proceedings in this cause and that of the Greer Machinery Company against J. D. Pennington, et al, brought on to be heard together since said proceedings, do not estpp the plaintiffs from subjecting to the liens brought forward herein the additional lands herein sought to be subjected for this reason, all of said answer from lines number 34 to 54, inclusive, on page 2 of said answer.

2. So much of said answer as extends from line 54 on page 2 to line 74 on page 3, inclusive, which seeks to set up the defense of innocent purchase by said defendant, and of laches by, and noticed to, the complainants' decedent, since the rule of Caveat Emptor applies to the said defendant, who claims title through the judicial sale set forth in his amended bill and said answer thereto, and notice to complainants' decedent as is set forth in this answer is immaterial, and the acts set out in that portion of said answer referred to, do not constitute such laches as would estop these plaintiffs from enforcing the lien here sought to be enforced.

3. All that portion of said answer on pages 3 and 4, embraced between the lines numbered 75 to 101, inclusive, is excepted to, which portion of said answer raises the issue as to whether, as a matter of law, the conveyance by the Pocket Company to M. C. Parsons of the Eleven Hundred and Sixty Five acre tract of land mentioned therein, was the extinguishment of the lien for Eighty Eight Hundred and Twenty Dollars ( \$8820.00 ), held against the same by the said

Sustained  
at a W. H. Parsons

Sustained  
at a W. H. Parsons

Sustained  
at a W. H. Parsons



Parsons, as assignee of J. L. Pennington, plaintiffs are advised and they charge that the acceptance of the said conveyance operated in law as an extinguishment of the lien in question.

4. Plaintiffs except to all of said answer beginning with line 114 on page 4 and extending through line 145 on page 5, which part seeks to set up as a defense to this suit an alleged agreement between J. L. Pennington and M. C. Parsons to rescind the contract between them set out as Exhibit 4. with the amended bill herein; it is immaterial to the issues in this cause whether there was such a contract for a rescission or not as is alleged in said answer, and moreover, the question of what said contract was between said J. L. Pennington and said M. C. Parsons, and the effect thereof, was fully litigated between the said J. L. Pennington, and the heirs and personal representatives of said M. C. Parsons, in the two Chancery causes referred to in the amended bill, and in said answer of J. L. Pennington against Ellen Jesse, et al, and M. C. Parsons' Admr. against J. L. Pennington, brought on to be heard together, and the said defendant, H. Z. Parsons, derived his title directly through the said heirs of M. C. Parsons, which title was acquired by them in said two Chancery causes, and that matter is res adjudicata as to this defendant in this cause. The statements in the said portion of said answer as to the possession by William A. Parsons and J. L. Pennington of the Four Hundred and Twelve acre tract, and the Eleven Hundred and Sixty Five acre tract, respectively, is immaterial.

5. Plaintiffs except to pages 6 and 7 of said answer from lines 146 to 213, inclusive, as constituting no defense to this amended bill. Plaintiffs' decedent and the other judgments brought forward in this cause, and sought to be enforced against the Four Hundred and Twelve acre tract in controversy, were obtained against J. L. Pennington, and are now valid and subsisting against him and against any lands owned by him since the rendition of such judgments not heretofore subjected to the liens of said judgments, and they became liens against the Four Hundred and Twelve acre tract in controversy

Over-Ruled  
H. A. W. Stone, Judge

Sustained  
H. A. W. Stone, Judge



as soon as the said Pennington acquired an equitable title thereto, and these plaintiffs and the decedent in his lifetime and the other judgment lienors herein, were necessary parties if they were to bound in the suit of R. L. Pennington Admr. against Russell and Jesse Admrs. et al, in which said tract of land was sold for the original vendor's lien in favor of William A. Parsons; not being parties to that proceeding these judgment lienors were not bound thereby, and may still enforce their liens in this suit against all that portion of said Four Hundred and Twelve acre tract which was sold for the satisfaction of the said vendors lien, and it is immaterial whether the portion thereof so sold brought its full value at the time of its said sale or not, and it being a judicial sale the doctrine of Caveat Emptor applies, and the said defendant and those through whom he claims cannot plead innocent purchase. As to the Ninety acre portion of said Four Hundred and Twelve acre tract, which was sold for the debts due by the estate of M. C. Parsons, the allegations of said answer are immaterial, since the liens here asserted are prior in point of time and dignity to the claims for which said Ninetynacres were sold.

*R. T. Irvine & L. P. Hyatt, Attys  
for plffs.*

*The defendants and cross-complainants, A. H. Pennington, L. M. Ziow, W. S. Hurst, Pennington Gap Bank, J. J. Ely, Admr. of Geo. J. Crider, dec'd, W. J. Mileham, Admr. of the estate of Geo. A. Geratree, ~~a corp~~ Whelands Foundry and Machine Works, a corporation, W. P. Wood & R. J. Wood & Sons. and except to the answer of H. J. Parsons in the same particulars and for the same reasons stated in the above exceptions of the plaintiffs.*

*R. T. Irvine & L. P. Hyatt for  
plaintiffs*



Memorandum to be  
over-ruled  
H. C. W. Stuart

West & Stewart, Adams.  
vs { In Chancery  
J. L. Pennington et al.

Exceptions to the An-  
swer of H. J. Par-  
sons.

Filed in open court  
and by leave thereof  
Novr. 15<sup>th</sup> 1901.

Memorandum to  
be over-ruled  
H. C. W. Stuart



To John L. Pennington, William Pennington, Henry Z. Parsons, J. C. Jessee Administrator of the estate of M. C. Parsons, Ellen Jessee, Eva Russell, Geo. W. Parsons, Wheeler P. Parsons, Bessie A. Parsons, Rebecca Wampler, Geo. W. Russell Administrator of the estate of H. J. Russell, Catherine Russell, Bernice Russell, Bernard Russell, Pearl Russell, A. M. Olinger, James W. Orr and C. K. Brown, partners under the style and firm name of Brown & Orr, R. J. Wood, R. L. Wood and R. A. Wood, partners under the style and firm name of R. J. Wood & Sons, W. P. Wood, E. S. Harber, John D. Morgan, Henry J. Morgan, W. S. Hurst, J. A. G. Hyatt and A. G. Hyatt, partners under the style and firm name of the Pennington Gap Bank, W. S. Hurst, Mary E. Lanningham, Lee Phillips, Jennie Phillips, E. W. Pennington, Commissioner, J. M. Greer, J. R. McDowell, J. C. Duncan and O. Schmalzaried, partners under the style and firm name of the Greer Machinery Company, J. M. Olinger, T. J. Ely Administrator of the estate of George Crider, R. L. Pennington for the benefit of H. J. Morgan doing business under the style name of the Powell's Valley Bank, J. W. Orr and G. W. Blankenship late partners under the style and firm name of Orr & Blankenship, The Whelands Foundary and Machine Works, a Corporation, A. M. Brown, The American Stave and Cooperage Company, a Corporation, J. D. Pennington, R. L. Evans, A. N. Pennington, John F. Skaggs, George W. Hughes, C. D. Russell, L. M. Zion, William R. Johnson, James Carter, Sarah Johnson, M. L. Slemph, James F. Witt, W. J. Milham administrator of the estate of John S. Burgan, E. S. Wax, H. G. Ely, and W. J. Milham Administrator of the estate of George A. Crabtree, W. P. M. Stewart and S. P. West Adrs., etc:

On the 6th day of August, 1903, in the chancery cause of Stewart & West Administrators, etc. V. J. L. Pennington et al, which cause is now pending in the Circuit Court for Lee County Virginia, I bought from L. T. Hyatt, the commissioner appointed on the 9th day of March, 1903 in said cause to sell the same, the tract of land therein decreed to be sold by the said Hyatt. Said Hyatt has reported the sale of said land to me, as will be seen by a reference to his report of such sale filed in said cause on the 6th day of August, 1903.

And you and each of you appearing to be parties to said suit, you and each of you will therefore take notice that on the 29 day of August 1903, in Wise County, Virginia, in the town of Big Stone Gap at the Eugenie Hotel in said town and county and between the hours of 9 A.M. and 6 P.M. of said day, pursuant to section 3426 of the Code of Virginia as amended by the Acts of the General Assembly for 1897-8, P. 744, I will make a motion before the Judge of the Circuit Court for Lee County in vacation, and ask that said sale of said land made by said Hyatt to me, and his report of such sale, filed as aforesaid, be confirmed at the price and on the terms mentioned in said report of said Hyatt. Now, if you or either of you know or have any reason why said sale of said land to me and said report should not be confirmed as aforesaid, you will attend before the Judge of said Court at the time and place aforesaid, and then and there make the same known to the said Judge.

This the 14th day of August, 1903.

Very Respectfully Yours,

W. B. Emmett.

By

Bullitt & Kelly  
Pennington Bros.  
Attys.



I, L.T. Hyatt, attorney and counsel in the chancery cause of Stewart & West, Administrators, etc. V. J.L. Pennington et al for the following named parties to said suit, do hereby accept legal service of the within notice for them, to-wit: W.P.M. Stewart and S.P. West, Administrators, etc., William Pennington, R.J. Wood, R.L. Wood, R.A. Wood partners under the firm name of R.J. Wood & Sons, W.P. Wood, E.S. Harber, W.S. Hurstin his own right, W.S. Hurst, A.G. Hyatt, and J.A.G. Hyatt, bankers under the firm name of the Pennington Gap Bank, T.J. Ely Administrator of the estate of George Crider, A.M. Brown, J.D. Pennington, R.L. Evans, George W. Hughes, C.D. Russell, L.M. Zion, A.N. Pennington, James Carter, W.J. Milham administrator of the estate of John S. Burgan, and W.J. Milham, Administrator of the estate of George A. Crabtree.

Given under my hand this the 17 day of August, 1903.

L.T. Hyatt Atty. for  
The above named persons.

Stewart & West

W.P.M. Stewart  
&  
S.P. West

J.L. Pennington et al

W.P.M. Stewart  
&  
S.P. West  
Administrators, etc.  
J.L. Pennington et al  
Parties to said suit

The within notice is given to the parties to said suit by the undersigned on the 13th day of August 1903.



To John L. Pennington, William Pennington, Henry Z. Parsons, J. C. Jessee, administrator of the estate of M. C. Parsons, Ellen Jessee, Eva Russell, George W. Parsons, Wheeler P. Parsons, Bessie A. Parsons, Rebecca Wampler, George W. Russell, Administrator of the estate of H. J. Russell, Catherine Russell, Bernice Russell, Bernard Russell, Pearl Russell, A. M. Olinger, James W. Orr and C. K. Brown, partners doing business under the firm and style name of Brown & Orr, W. P. Wodd, and R. J. Wood, R. L. Wood and R. A. Wood, doing business under the style and firm name of R. J. Wood & Sons, E. S. Harber, John D. Morgan, Henry J. Morgan, W. S. Hurst, and W. S. Hurst, A. G. Hyatt, and J. A. G. Hyatt doing business under the style and firm name of The Pennington Gap Bank, Mary E. Laningham, Lee Phillips, Jennie Phillips, E. W. Pennington, Commissioner, etc., G. W. Peters, Emily Stewart, Woodward Stewart, W. P. Zion, guardian, etc., J. M. Gree, J. R. McDowell, J. G. Duncan, and O. Schmalzer, doing business under style and firm name of The Greer Machinery Company, J. M. Olinger, T. J. Ely Administrator of the estate of George Crider, R. L. Pennington for the benefit of H. J. Morgan doing business under the style name of the Powell's Valley Bank, James W. Orr and George W. Blankenship late partners under the firm and style name of Orr & Blankenship, The Wheelands Foundary and Machine Works, a corporation under the laws of the State of Tennessee, A. M. Brown, The American Stave and Cooperage Company, a corporation under the laws of the state of Massachusetts, J. D. Pennington, R. L. Evans, John F. Skaggs, George W. Hughes, C. D. Russell, L. M. Zion, A. N. Pennington, William R. Johnson, James Carter, Sarah Johnson, M. L. Slomp, James F. Witt, W. J. Milham, administrator of the estate of John F. Burgan, E. S. Wax, H. G. Ely, and W. J. Milham, administrator of the estate of George A. Crabtree: W. P. M. Stewart and S. P. West, Adms., etc.:

On the 6th, day of August, 1903, in the chancery cause of Stewart & West, Adms., etc. V. J. L. Pennington et al, which cause is now pending in the Circuit court for Lee County, Virginia, I bought from L. T. Hyatt, the Commissioner appointed on March, 9th, 1903 in said cause to sell the same, the tract of land therein decreed to be sold by said Hyatt. Said Hyatt has reported the sale of said land to me, as will be seen By a reference to to his report of such sale filed in said cause on the 6th day of August, 1903.

And you and each of you appearing to be parties to said suit, and you and each of you will therefore take notice that on the 29th day of August 1903, in Wise County, Virginia in the town of Big Stone Gap at the Eugenia Hotel in said town, and between the hours of 9 A.M. and 6 P.M. of said day, pursuant to section 3426 of the Code of Virginia as amended by the Acts of the General Assembly for 1897 - 8, P. 744, I will make a motion before the judge of the Circuit Court for Lee County in vacation, and ask that said sale of said land made by said Hyatt to me, and his report of such sale, filed as aforesaid, be confirmed at the price and on the terms mentioned in said Hyatts said report. Now, if you know or have any reason why said sale to me and report should not be confirmed as aforesaid, you will attend before the judge of said court at the time and place aforesaid, and then and there make the same known to the said Judge.

This the 14th, day of August, 1903.

Very Respectfully Yours,  
W. B. Emmert.







To John L. Pennington, William Pennington, Henry Z. Parsons, J.C. Jessee, Administrator of the estate of M.C. Parsons, Ellen Jessee, Eva-Russell, George W. Parsons, Wheeler P. Parsons, Bessie A. Parsons, Rebecca Wampler, Geo. W. Russell Administrator of the estate of H.J. Russell, Katherine ~~XXXXXXXXXXXX~~ Russell, Bernice Russell, Pearl Russell A.M. Olinger, Jas. W. Orr and C.K. Brown, partners doing business under the firm name of Brown and Orr, R.J. Wood, R.L. Wood, and R.A. Wood doing business under the firm name of R.J. Wood and Sons, W.P. Wood, E.S. Harber John D. Morgan, Henry J. Morgan, W.S. Hurst, and W.S. Hurst, J.A.G. Hyatt and A.G. Hyatt doing business under the firm name of the Pennington Gap Bank, Mary E. Laningham, Lee Philips, E.W. Pennington Commissioner, etc. G.W. Peters, Emily Stewart, Woodward Stewart, W.P. Zion guardian, etc., J.M. Greer, J.R. McDowell, J.G. Duncan and O. Schmalzaried doing business under the firm name of Greer Machinery Company, J.M. Olinger, T.J. Ely Administrator of the estate of Geo. Crider, R.L. Pennington for the benefit of H.J. Morgan, doing business under the style and name of the Powell's Valley Bank, J.W. Orr and G.W. Blankenship late partners under the style name of Orr and Blankenship, The Whelands Foundary & Machine Works, a corporation, A.M. Brown, The American Stave and Cooperage Company, a corporation, J.D. Pennington, R.L. Evans, John F. Skaggs, George W. Hughs, C.D. Russell, L.M. Zion, A.N. Pennington, William R. Johnson, James Carter, Sarah Johnson, M.L. Slomp, James F. Witt, W.J. Mileham Administrator of the estate of John S. Burgan, E.S. Wax, H.G. Ely, and W.J. Mileham Administrator of the estate of George A. Crabtree; W.P.M. Stewart and S.P. West, Amrs., etc.:

On the 6th day of August 1903, in the chancery cause of Stewart and West, Administrators, etc, vs. J.L. Pennington et al, which cause is now pending in the Circuit Court for Lee County, Virginia, I, the undersigned bought from L.T. Hyatt, the Commissioner appointed on March 9th, 1903 in said cause to sell the same, the tract of land therein decreed to be sold by said Hyatt. Said Hyatt has reported the sale of said land to me as will be seen by reference to his report of such sale filed in in said cause on the 6th day of August 1903.

And you and each of you appearing to be parties to said suit, you and each of you will therefore take notice that on the *29th*

day of *August* 1903, in Wise County, Virginia, in the town of *Big*  
*Big Stone Gap* and at the *Virginia Hotel*

in said town and County, and between the hours of 9 A.M. and 6 P.M. of that day, Pursuant to section 3426 of the Code of Virginia as amended by the acts of the General assembly for 1897-8 P. 744, I will make a motion before the Judge of the Circuit Court for Lee County in vacation, and ask that said ~~xxxxx~~ sale of said land made by said Hyatt to me, and his report of such sale filed as aforesaid, be confirmed and at the price and on the terms mentioned in said Hyatt's report. Now if you or either of you have any reason why said sale to me and said report should not be confirmed as aforesaid, you will attend before the Judge of said Court at the time and place aforesaid, and then and there make the same known to said Judge.

This the 14th day of August, 1903.

Very respectfully yours,  
W.B. Emmert.

By  
Pennington Bros.



Legal Service of the  
within notice is hereby  
accepted. Aug 17<sup>th</sup> 1903.

Braun & Orr,  
by James H Orr.  
Wheelwells Springery  
& Machine Works,  
and Orr & Blankenship  
by James H Orr.

Henry J Morgan  
John D. Morgan by H J Morgan  
J F Skaggs

On the 17th day of August 1903, in the County of Loudoun, State of Virginia, the undersigned, James H. Orr, of the County of Loudoun, State of Virginia, do hereby certify that the within notice is hereby accepted. Aug 17<sup>th</sup> 1903.

Legal Service of the  
within notice is hereby  
accepted. Aug 17<sup>th</sup> 1903.

Braun & Orr,  
by James H Orr.  
Wheelwells Springery  
& Machine Works,  
and Orr & Blankenship  
by James H Orr.

Henry J Morgan  
John D. Morgan by H J Morgan  
J F Skaggs



To John L. Pennington, William Pennington, Henry Z. Parsons, J. C. Jessee Administrator of the estate of M. C. Parsons, Ellen Jessee, Eva Russell, Geo. W. Parsons, Wheeler P. Parsons, Bessie A. Parsons, Rebecca Wampler, Geo. W. Russell Administrator of the estate of H. J. Russell, Catherine Russell, Bernice Russell, Bernard Russell, Pearl Russell, A. M. Olinger, James W. Orr and C. K. Brown, partners under the style and firm name of Brown & Orr, R. J. Wood, R. L. Wood and R. A. Wood, partners under the style and firm name of R. J. Wood & Sons, W. P. Wood, E. S. Harber, John D. Morgan, Henry J. Morgan, W. S. Hurst, J. A. G. Hyatt and A. G. Hyatt, partners under the style and firm name of the Pennington Gap Bank, W. S. Hurst, Mary E. Lanningham, Lee Phillips, Jennie Phillips, E. W. Pennington, Commissioner, J. M. Greer, J. R. McDowell, J. G. Duncan and O. Schmalzaried, partners under the style and firm name of the Greer Machinery Company, J. M. Olinger, T. J. Ely Administrator of the estate of George Crider, R. L. Pennington for the benefit of H. J. Morgan doing business under the style name of the Powell's Valley Bank, J. W. Orr and G. W. Blankenship late partners under the style and firm name of Orr & Blankenship, The Whelands Foundary and Machine Works, a Corporation, A. M. Brown, The American Stave and Cooperage Company, a Corporation, J. D. Pennington, R. L. Evans, A. N. Pennington, John F. Skaggs, George W. Hughes, C. D. Russell, L. M. Zion, William R. Johnson, James Carter, Sarah Johnson, M. L. Slomp, James F. Witt, W. J. Milham administrator of the estate of John S. Burgan, E. S. Wax, H. G. Ely, and W. J. Milham Administrator of the estate of George A. Crabtree, W. P. M. Stewart and S. P. West, admrs., etc:

On the 6th day of August, 1903, in the chancery cause of Stewart & West Administrators, etc. V. J. L. Pennington et al, which cause is now pending in the Circuit Court for Lee County Virginia, I bought from L. T. Hyatt, the commissioner appointed on the 9th day of March, 1903 in said cause to sell the same, the tract of land therein decreed to be sold by the said Hyatt. Said Hyatt has reported the sale of said land to me, as will be seen by a reference to his report of such sale filed in said cause on the 6th day of August, 1903.

And you and each of you appearing to be parties to said suit, you and each of you will therefore take notice that on the 29th day of August 1903, in Wise County, Virginia, in the town of Big Stone Gap at the Virginia Hotel in said town and county and between the hours of 9 A.M. and 6 P.M. of said day, pursuant to section 3426 of the Code of Virginia as amended by the Acts of the General Assembly for 1897-8, P. 744, I will make a motion before the Judge of the Circuit Court for Lee County in vacation, and ask that said sale of said land made by said Hyatt to me, and his report of such sale, filed as aforesaid, be confirmed at the price and on the terms mentioned in said report of said Hyatt. Now, if you or either of you know or have any reason why said sale of said land to me and said report should not be confirmed as aforesaid, you will attend before the Judge of said Court at the time and place aforesaid, and then and there make the same known to the said Judge.

This the 14th, day of August, 1903.

Very Respectfully Yours,

W. B. Emmert.

By

Bullitt & Kelly  
Pennington Bros.  
Attys.



Stewart & West

Notice of  
vs } Motion to Stave  
Sale Confirmed

J. L. Remington et al

Executed Aug 22, - 1903 by  
Serving a true copy of the  
within Notice on J. L.  
Remington - J. D. Russel.  
W. P. Zier George W. Russel  
George W. Parsons. Rebecca  
Wampler. & Eva Russel  
and Eva Russel, Guardian  
of Leathisne Russel, Pearl  
Russell, Byron Russell  
and Bernard Russell & George  
D. B. Byington D. S.  
for W. J. Milburn  
S. L. C.



To John D. Pennington, William Pennington, Henry Z. Parsons, J.C. Jesse, administrator of the estate of W.C. Parsons, Ellen Jesse, Eva Russell, George W. Parsons, Wheeler P. Parsons, Bessie A. Parsons, Rebecca Wampler, George W. Russell, Administrator of the estate of H.J. Russell, Catherine Russell, Bernice Russell, Bernard Russell, Pearl Russell, A.M. Olinger, James W. Orr and C.K. Brown, partners doing business under the firm and style name of Brown & Orr, W.P. Wood, and R.J. Wood, R.L. Wood and R.A. Wood, doing business under the style and firm name of R.J. Wood & Sons, E.S. Harber, John D. Morgan, Henry J. Morgan, W.S. Hurst, and W.S. Hurst, A.G. Hyatt, and J.A.C. Hyatt doing business under the style and firm name of The Pennington Gap Bank, Mary E. Laningham, Lee Phillips, Jennie Phillips, E.W. Pennington, Commissioner, etc., C.W. Peters, Emily Stewart, Woodward Stewart, W.P. Zion, guardian, etc., J.M. Gree, J.R. McDowell, J.G. Duncan, and C. Schmalzried doing business under style and firm name of The Greer Machinery Company, J.W. Olinger, T.J. Ely Administrator of the estate of George Crider, R.L. Pennington for the benefit of H.J. Morgan doing business under the style name of the Powell's Valley Bank, James W. Orr and George Blankenship late partners under the firm and style name of Orr & Blankenship, The Wheelands Foundary and Machine Works, a corporation under the laws of the State of Tennessee, A.M. Brown, The American Stave and Cooperage Company, a corporation under the laws of the state of Massachusetts, J.D. Pennington, R.L. Evans, John P. Skaggs, George W. Hughes, C.D. Russell, L.M. Zion, A.N. Pennington, William R. Johnson, James Carter, Sarah Johnson, M.L. Slomp, James F. Witt, W.J. Milham, administrator of the estate of John P. Borgan, E.S. Wax, H.G. Ely, and W.J. Milham, administrator of the estate of George A. Crabtree: W.P.M. Stewart and S.P. West, Adms., etc.,:

On the 6th, day of August, 1903, in the chancery cause of Stewart & West, Adms. etc. V. J.L. Pennington et al, which cause is now pending in the Circuit court for Lee County, Virginia, I bought from L.T. Hyatt, the Commissioner appointed on March, 9th, 1903 in said cause to sell the same, the

reported the sale of said land to me, as will be seen By a reference to to his report of such sale filed in said cause on the 6th day of August, 1903.

And you and each of you appearing to be parties to said suit, x you and each of you will therefore take notice that on the 29th day of August 1903, in Wise County, Virginia in the town of Big Swamp at The Virginia Hotel in said town, and between the hours of 9 A.M. and 6 P.M. of said day, pursuant to section 5426 of the Code of Virginia as amended by the Acts of the General Assembly for 1897 - 8, P. 744, I will make a motion before the judge of the Circuit Court for Lee County in vacation, and ask that said sale of said land made by said Hyatt to me, and his report of such sale, filed as aforesaid, be confirmed at the price and on the terms mentioned in said Hyatts said report. Now, if you know or have any reason why said sale to me and report should not be confirmed as aforesaid, you will attend before the judge of said court at the time and place aforesaid, and then and there make the same known to the said Judge.

Yours truly  
Jh. B. Pennington



Mr Lundy accept legal service of the  
within notice this Aug. 15<sup>th</sup> 1903.

J.C. Jones and Ellen Jones  
by Pennington Bros attys.  
Henry Z. Parsons by  
Pennington Bros.

Woodward Stewart  
and by Stewart

Henry C. Wade guardian  
for Ethel D. and Bessie

A. Parsons by  
Pennington Bros attys

Greer Machinery Co by  
Pennington Bros attys

American Steam Navigation Co  
by Pennington Bros.

George W. Peter

Stewart & Throck

not  
notice of  
motion

J. L. Pennington & Co



To Frank Wilder:

You will take notice that on the 27th day of April, 1936, at the law office of L. M. Robinette, in the town of Jonesville, Va., between the hours of 8 a. m. and 5 p. m. of that day I shall proceed to take the depositions of Clayde Wilder and oth~~ers~~ to be read as evidence in my behalf in a certain suit in chancery now depending in the Circuit Court of Lee county, Virginia, wherein I am complainant and you are defendant, and if from any reason the taking of these depositions be not commenced on that date, or if commenced, be not concluded on said date, the further taking of the same will be continued from time to time at the same place and between the same hours until the same shall have been concluded.

Given under my hand this the 20th day of April, 1936.

Hazel Wilder  
Complainant.

Lloyd M. Robinette,  
p. q.



Hazel Wilder  
V. } Notes to Gals  
} Depositions

Frank Wilder

Executed April 21 - 1936  
within County of Lee State  
of Virginia by delivering ~~not~~  
~~from~~ a true copy of  
the within notice in ~~writing~~  
writing to Frank Wilder in  
person

P. F. Giles  
Sheriff of Lee Co Va

Returned April 21, 1936.  
Ole Sewell, Jr., Clerk



DEPOSITIONS.

West & Stewart, Adms. &c. et al. vs. J.L.Pennington et al.

\*\*\*\*\*

The deposition of A.N.Pennington and other taken before, A.M. Goins, special Commissioner in the above styled cause, pursuant to notice hereto attached, at my office in the town of Jonesville, Virginia, on February 11th, 1902, the time and place designated in said notice, and on subsequent days thereafter, by adjournment, to be considered as evidence in the determination of the questions referred to me as special commissioner in the chancery cause of West & Stewart, Adms.&c. vs.J.L.Pennington et al. now pending in the Lee circuit court.

Present: L.T.Hyatt, atty for plff and cross-plffs.

R.L.Pennington, atty for H.Z.Parsons.

The witness, A.N.Pennington, being first duly sworn, deposes as follows:

Ques.I.--There is a filed with the bill in this case as "exhibit" 20" an abstract from J.L.D.No. ~~22~~ 3, p.50 a judgment in favor of E.S.Harber against J.L.Pennington for \$348.50, with interest from the 2nd day of January, 1894, and \$7.96 costs, also as exhibit 36" a transcript from said Lien Docket, page 85 a transcript of a judgment in favor of said Harber ~~xxx~~ against J.L.Pennington and A.N. Pennington for \$772.90, the penalty of a forthcoming bond to be discharged by the payment of \$386.45, with legal interest thereon from the 12th day of July, 1894, until paid and \$4.12 costs. Please state (1) whether you were surety for said J.L.Pennington in said last mentioned judgment, and (2) how much, if anything, you have paid on the same?

Ans.--I was security in said last mentioned judgment and have paid the whole thing.

Objected to by R.L.Pennington, atty. for &c., because if said Pennington is seeking to set up the right of substitution to the lien of E.S.Harber by reason of said judgment, as to the creditors of J.L.Pennington whose judgments were obtained after said judgments,



SOUTHEASTERN

DEPARTMENT.

# FIREMAN'S FUND

INSURANCE COMPANY

OF SAN FRANCISCO, CAL.

EDGAR S. WILSON, MANAGER. MACON, GA.

A. M. Pennington paid  
of Three Phillippo Judgments

✓ April 12, 99	---	\$64.44
✓ Dec. 1, 1900	---	331.89
✓ July 4, 1901	---	151.89
✓ Oct 23, 1901	---	286.31
✓ Jan'y 6, 1902	---	1000.
✓ Jan'y 17, 1902		250.56
✓ May 6, 1902	---	17.50
		<hr/>
		\$2102.59



and their priorities fixed by the decree of the court heretofore rendered, he is now estopped by reason of said decree and report and the confirmation thereof, and the matter between them is now res adjudicata.

In answer to the foregoing objection counsel for complainants and cross-complainants says that H.Z.Parsons set up this same defence to the plaintiffs bill, which answer in this particular was excepted to, and which exceptions the court sustained, by the decree under which the commissioner is now acting

Q. 2. Please state whether or not you as security for J.L.Pennington have not paid various judgments to the Pennington Gap Bank; and if you can do so, state the amounts and dates of said payments.

Ans. 2. I have paid off a lot of judgments to the Pennington Gap Bank for J.L.Pennington, but I cannot give amounts nor dates.

Q.3. There are filed with plaintiff's bill exhibits "55, 56 & 57" transcripts from J.L.D. #3, page 205, of judgments in favor of Jennie Phillips, Lee Phillips and Mary E.Landingham for the amounts stated in said transcripts against Wm.Pennington, J.D.Pennington, J.L.Pennington, A.N.Pennington and W.J.Mileham, Admr. of John S.Burgan. State who was principal, and who securities in these judgments; also the dates and amounts of all payments paid by you on said judgments.

Ans. 3. Wm. Pennington was principal; the rest of us were securities. I cannot give the amounts of the payments at this time, but will file statement with this my deposition showing the amounts.

Q.4. State whether you claim your right to be subrogated to the rights of E.S.Harber and Pennington Gap Bank to the extent of the payments made by you as security of J.L.Pennington, on their said judgments.

A. 4. I do.

Q.5. State the present financial condition of the estate of J.S.Burgan, dec'd, and J.D.Pennington.

A.5. I think there is a small piece of land yet belonging to the estate of Burgan, but J.D.Pennington is insolvent.

Q.6 State whether or not you claim the right to have J.L.Pennington contribute to you his proper part of the Phillips and Lanningham judgments.



A.6. I do.

Q.7. I understand that a judgment in favor of J.M.Olinger vs. J.L. & J.D.Pennington, see exhibit 32 with plaintiffs bill, also a judgment in favor of W.P.Wood vs. same, see exhibit 14 with bill, also exhibit 25 with bill, another judgment in favor of said Wood vs. same parties, see exhibit 29 with bill, have all been paid by sales in the case of the Greer Machinery Co. vs J.D.Pennington et al. of the lands of J.D.Pennington, who was security in said judgments for the said J.L.Pennington, and that the said J.D.Pennington has assigned all his rights in said judgments to you. Please state whether or not this is a fact.

A. 7. It is a fact.

Q.8. I understand that a judgment in favor of H.J.Morgan vs. J.L., J.D. and Wm.Pennington, see exhibit 33 with bill, also a judgment in favor of J.D.Morgan vs. J.L. & Wm.Pennington and A.M.Brown, see exhibit 34 with bill, also a judgment in favor of W.P.Zion, Guar., vs. J.L., J.D. and Wm.Pennington, see exhibits 21 & 35, with bill, have been paid by sales in said Greer Machinery cause of the lands of Wm.Pennington, who was security in said judgments for J.L. Pennington, and that the said Wm.Pennington has assigned his rights there in to you. State if this is the fact.

A. 8. It is a fact.

Q. 9 As assignee of the said J.D. and Wm. Pennington do you claim you right to be substituted to the rights of said judgment creditors against the said J.L.Pennington, and the 412 acre tract of land in controversy in this case.

A. 9. I do. Wm. and J.D.Pennington have assigned to me, by written assignment, all their rights in this suit vs J.L.Pennington. These assignments were made to me to repay me <sup>in part</sup> debts which I paid as security for them to the Powells Valley Bank, Pennington Gap Bank and to the Phillips Heirs, and to James A.Newman, Receiver.

Q.10. Do you know of any other lands besides the 412 acres in controversy on which the judgments here sought to be collected are liens.

A.10. I do not.



#4

And further this deponent saith not.

.....*A. M. Pennington*.....

H.Z.Parson, another witness of lawful age, deposes and says:

Q. 1. State what in your opinion is the fair annual cash rental value for the 412 acres of land in controversy.

A. 1. I consider \$20 per year a fair cash annual rental value. I am now the present owner of the land.

(The signature of this witness is waived by the counsel.)

H.J.Morgan, a witness of lawful age, being first duly sworn, deposes and says:

Q.1. There is filed with the bill in this case, as exhibit 33, a transcript from J.L.D. a judgment in your favor ~~vs.~~ J.L., J.D, and Wm.Pennington for \$1286.65, with interest from the 23 day of March, 1894, and \$9.96<sup>Cost</sup>. State who was principal in said debt, and what payments have been made to you on same, when and by whom.

A.1. J.L.Pennington was principal and J.D. and Wm. Pennington were the securesities on said ~~ask~~ judgment, as I have understood it all the time. On the 9th day of March, 1900, there was paid to me thereon \$392.50, and on the 20th day of Aug., 1900, there was paid to me the further sum of \$147.77, and on the 9th day of Dec. 1901, there was paid to me the further sum of \$600.00; all these sums were paid to me by R.L.Pennington, as Comr. in the chancery causes of the Greer Machinery Co., and the cases heard therewith, and the cause of myself against the said Pennington~~set~~ al. This is all that has ever been paid to me. The first credit above referred to is the net proceeds of the sale of the Landingham land. The second credit is the proceeds of the sale of 18-acres on the North side of the Poor Valley ridge known as the Burgan tract, and a one-seventh of the Patsey Graham land on the head waters of Stone creek, and as to the \$600 payment <sup>what</sup> I do not know" gave rise to that, you will have to see R.L.Pennington as to that. The Landingham land, the 18-acre Burgan tract, and the 1/7 of the Patsey Graham land were sold as the lands of Wm.Pennington, as I have all along understood it. The Landingham land I bid in at the price of \$500; the 18-acre Burgan tract I bid in at \$100; and the one-seventh interest in the Patsey Graham land I bid in at \$30.



#5

Out of the proceeds of the Landingham land I credited J.D.Morgan's judgment against J.L. & Wm. Pennington and A.M.Brown (exhibit 34 with bill) with \$35, and this, with the cost, ~~xxxxxxx~~ and the credit on my own judgment, made up the \$500, the gross sum for which the Landingham land sold. In the payment made by R.L.Pennington on the 9th day of Dec., 1901, he paid me \$641.85, ~~\$600~~ <sup>this sum</sup> of ~~that~~ I applied as a credit on my own judgment, and \$41.85 thereof I placed as a credit on the J.D. Morgan judgment, and these two payments, one of \$35 and the other of ~~\$41~~ 41.85 is all that has ~~ever~~ been paid on the J.D.Morgan judgment. The judgment in favor of myself and the judgment in favor of J.D.Morgan are of equal dignity and the payments which have been made thereon will have to be applied ratably between them, and I think it probable, though I have not made an accurate calculation, that the J.D. Morgan judgment will have to be credited with a small amount more than has yet been credited thereon, and the payments on my judgment reduced ~~xxxxxxx~~ by that amount. I have understood that there is some money yet to be collected to be applied to these two judgments and the judgment of W.P.Zion, Guardian &c.

And further this deponent saith not,

..... *Henry J. Morgan*

W.P.Zion, a witness of lawful age, being first duly sworn, deposes and says:

Q.1. There is filed as exhibit 21 in this case a judgment in your favor against J.L. & J.D.Pennington for \$58, with interest &c., and as exhibit 35, another judgment against said parties and Wm.Pennington in your favor, a judgment on a forth coming bond, which last judgment seems to a judgment on a forth coming bond take of the first judgment. State who was principal in said judgment, and what payments have been made and by whom.

A.1. J.L.Pennington was principal, and ~~xx~~ there has been paid \$25, on Apr. 24, 1895 and \$2.50 atty's fee to B.H.Sewell on the same day, and \$60 on Jan.20, 1902, by R.L.Pennington, Comr.

( The signature of this witness is waived by the counsel.)



C.D.Russell, a witness of lawful age, being first duly sworn deposes and says:

Q.1. There are filed as exhibits 50 and 52 in this case two judgments in favor of Orr & Blankenship vs. J.D., J.L. and Wm.Pennington and Geo.W.Hughes and C.D.Russell. State ~~what~~ who was principal in said judgments, and what payments have been made and by whom.

A. 1. J.D.Pennington was the principal as I understood it, and the rest of us were secuteties. One hundred and seventy ~~three~~ <sup>thre</sup> ~~dollard~~ <sup>dollars</sup> (\$173.00) of said amount was paid by Geo<sup>W</sup>.Hughes and myself--that is he paid one-half of that amount and I paid the other one-half. The residue was paid by J.D.Pennington, the principal, or by his son. Wm.Pennington and J.L.Pennington never paid any thing. Wm Pennington was, and is insolvent. I claim the right of substitution against J.L. Pennington, my co-surety, for \$28.83 1/3, with interest on same from Aug. 20, 1898, till paid, and Geo.W.Hughes is entitled to the same amount against him, if he claims it, or at least I suppose Geo.W. Hughes is entitled to that amount. I can't say that Geo. ever paid his one half of the \$173, it was left for him to pay and I suppose he paid it. I know I paid \$86.60, and I have never heard any thing further about the balance, I suppose he paid it.

And further this deponent saith not,

*C. D. Russell*.....

A.G.Hyatt, a witness of lawful age being first duly sworn deposes and says:

Q.1. There is filed with the plaintiff's bill in this case as exhibits 40, 41, 42, 43, 44, 45, 47 and 48, transcripts from the judgment lien docket of judgments in favor of the Pennington Gap Bank vs. J.L.Pennington and other parties. State what position you hold in said Bank, and what payments have been made on all of said judgments, by whom and when?

A.1. I am cashier in said bank, and also one of the co-partners. I file herewith a statement showing the amount of the several notes, on which said judgments were rendered, with the payments made thereon and by whom, when &c., which fully answers said question. The prin-



7.

cipal in each of said judgments is the first name as appears in each case, following the ~~name~~ in red ink. Said exhibit is marked "A.G.H."

And further this deponent said not.

.....*A. W. K. H. A. H.*.....



West & Stewart, Admsrs &c.

vs. } Depositions

J. L. Pennington et al.

Witnesses:

A. N. Pennington,

H. J. Morgan,

C. D. Russell,

A. G. Hyatt,

#

And whether this document will not

case, following the name in red ink. Read exhibit as marked A. G. H. "

given in each of said judgments is the first name as appears in each

7.

7.



# Statement of Judgments &c

JOHN P. MORTON & CO.,  
INCORPORATED,  
LOUISVILLE, KY.

Pennington Gap. Rous Versus Wm, Jas. D. Jno. L. and  
Isaac Pennington and L M Zion et als

No. 1.	Wm Jno. L & A N Pennington	Jan 26 <sup>th</sup> 1897	18580
	Int. Same to	Nov 1 <sup>st</sup> 1899	3081
	Do	due Feby 6 <sup>th</sup> 1897	200
	Int. Same to	Nov 1 <sup>st</sup> 1899	3284
	Cr by Cash of A N Pennington	"	18777
	Int Bal \$26, <sup>68</sup> / <sub>100</sub> to Feby 19 <sup>th</sup> 1900		440
	" " " " Mar 9/1900		74
	Costs on this judgment		916
	Cr by Balance in full from A N Pennington		27628
			46405 46405

No. 2	J L, Jas D & A N Pennington	Feby 25 <sup>th</sup> 1896	15000
	Costs on this judgment		916
	Int Same to	Jan 1 <sup>st</sup> 1899	2570
	Cr by Cash of A N Pennington	"	7192
	Int Balance to	Sep 30 <sup>th</sup> 1899	462
	Cr by Bal in full from A N Pennington		11756
			18948 18948

No. 3	J L, Wm & J D Pennington & L M Zion	Mar 1 <sup>st</sup> 1896	36765
	Int Same to	Sep 5 <sup>th</sup> 1898	5770
	Cr by Cash of L M Zion	"	10000
	Costs on this judgment		976
	Int on \$335 <sup>00</sup> Bal Sep 5 <sup>th</sup> to Jan 4 <sup>th</sup> 1899		670
	Cr by Cash of L M Zion		100
	Int on \$24, <sup>81</sup> / <sub>100</sub> Bal to Nov 6 <sup>th</sup> 1900		2659
	Cr by Balance in full of L M Zion		26840
			46840 46840

No. 4	Isaiah J D Pennington & L M Zion	Feby 3 <sup>rd</sup> 1897	5000
	Int Same to	Nov 6 <sup>th</sup> 1900	1125
	Costs this judgment & F, F		163
	Cr by Cash in full of L M Zion		6288
			6288 6288



No 5	Jas D & Jm L Pennington v L M Zion Jan 4/89		20000	
	Int same to Nov 6/900		69	
	Cost on this judgment		916	
	Ca by Cash of L M Zion Nov 6/900	27816		
		27816	27816	
No 6	J L & A N Pennington v Skoggs R L Ewing Jan 14/96		10000	
	Int same per Statement by R L E		2891	
	Costs on this judgment		163	
	Jan 14/901 By Cash of R L E Court for Jm & Skoggs	13054		
		13054	13054	
No 7	J L Wm v J D Pennington J & Skoggs Jan 14/96		10000	
	Int same per Statement R L E		2891	
	Costs this judgment R L E		163	
	Jan 14/901 By Cash of R L E Court for Jm & Skoggs	13054		
		13054	13054	
No 8	J D J L & A N Pennington v L M Zion Jan 6/97		29720	
	Costs this judgment		976	
	" Paid by A N Pennington Jan 3/99	976		
	Int to mch 22/900 on 29720 fine		5726	
	" " June 16/900 " "		416	
	" " Oct 13/900 " "		594	
	" " Nov 9/900 " "		149	
	" " " 26/900 " "		88	
	Mch 22/900 Ca by Cash of A N Pennington.	988		
	June 16/900 " " " " Jm for A N Pennington	4846		
	Oct 13/900 " " " " " " " 20	462		
	Nov 9/900 " " " " " " " 20	510		
	Nov 26/900 " " " " " " " 20	6646		
	" Int Bal \$23241 to mch 27/901		464	
	Ca by Cash of Chancery for A N Pennington	1250		
	Int Bal \$2195 to Nov 20/901		852	
		16174	38985	



amts from above	161 78	389 85
Nov 20/90. Cr by Cash of Mapie for A N Pennington	21 00	
Int Bal \$207 <sup>02</sup> Nov 20 to Nov 25/90		1 7
Nov 25/90. Cr by Cash of Mapie for A N Pennington	2	
Int Bal \$205 <sup>76</sup> to Dec 4/90		3 4
Dec 4/90. Cr by Cash of Mapie for A N Pennington	8 00	
Int Bal \$197 <sup>58</sup> to Dec 27/90		7 5
Dec 27/90. Cr by Cash of Mapie for A N Pennington	66 7-6	
Int Bal \$131 <sup>57</sup> to Jan 2/902		1 3
Jan 2/902 Cr by C S Ruffell for A N Pennington	9 00	
Int Bal \$122 <sup>70</sup> to Jan 4/902		0 5
Jan 4/902 Cr by Mapie for A N Pennington	2 00	
Balance yet unpaid Jan 4/902	120 75	
	391 29	291 29

No. 9

L. J. & W. M. Pennington Dec 24/895	110 02
Int same to Jan 4/902	39 78
Costs this judgment	9 16
Balance # 8 per Statement above	120 75
Jan 4/902 Texas Balance yet unpaid	279 71

*Alfred*  
2/4/902



Pennington Gap Bank  
V<sup>3</sup> Statement of Payments  
J. L. J. S. W. A. W. Pennington & Co.  
Judgments.

---

Exhibit "A. G. H."  
with deposition  
of A. G. Hyatt.



January 17th, 1903:

The deposition of B.M.Morgan, a witness of lawful age, who, being first duly sworn, deposes and says:

Ques.1.--What official position you hold, if any ?

Ans.--I am clerk of the county court for Lee county.

Ques.2.--As such clerk of the said court are you the custodian of the records of the said county, and particularly of the Judgment Lien Dockets ?

Ans.--I am custodian of the Lien Dockets.

Ques.3.--I will ask you to make and file with your deposition a copy of the index or indices under the letter "P" of ~~xxxx~~ Judgment Lien Docket No.3. in your office?

Ans.--I file said copy as requested, marked "P".

Ques.4.--Have you compared this paper which you have filed with the indices of the said Judgment Lien Docket No.3, letter "P"; and if so is the same a correct copy of the same under the letter "P"?

Ans.--I have compared this paper with the indexes to Judgment Lien Docket No.3 under letter "P", and it is a correct copy of same. At least I found no mistake in it as a copy.

And further witness saith not.

B.M.Morgan

*Clerk's Office Attendants -  
50 cts + \$1.50 for copy  
\$2.00*



And further witness saith not.

As I said I found no mistake in it as a copy.

Then docket No. 2 under letter "B", and it is a correct copy of same.

Ans.--I have compared this paper with the indexes to Judgment

so is this same a correct copy of the same under the letter "B"?

The witness of the said Judgment then docket No. 2, letter "B"; and is

Ans.--I have you compared this paper with the indexes to Judgment with

Ans.--I file said copy as requested, marked "B".

Then docket No. 3, in your office?

A copy of the index or indices under the letter "B" of your Judgment

Ans.--I will send you to make and file with your deposition

Ans.--I am custodian of the then dockets.

Then dockets?

or records of the said county, and particularly of the Judgment

Ans.--As such clerk of the said court are you the custodian

Ans.--I am clerk of the county court for the county.

Ans.--What official position you hold, if any?

First duly sworn, deposes and swears:

The deposition of B. M. Morgan, a witness of lawful age, who, before

January 17th, 1903:



Poteet, Niurod et al	ads. Nelson Graham	1
Poteet Samuel	" S. L. N. Anderson	2.
Rugh Wm M et al	ads. W. P. Gilley	3
Parsons Zion et al	" W. P. Wood	4
Parsons, M. J.	" Hale & Wood	5-
Same	ads Wm Gilley	6
Poteet Niurod (mimo contract)	" G. A. Wattenbarger	8
Poteet Niurod	" B. F. Kincaid	14
Poteet S. B. et al	" E. W. Pennington Cour.	18
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Pennington G. W	" W. T. Gilley	145
Prichard J. M.	" J. M. Bailey	145
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(over)



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✓ Same et al	"	Same	154
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Pennington J. D. et al.	"	Same	154
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Pennington A. N. et al.	"	Same	154
Same	"	Same	154
Pennington, J. D. et al	"	Same	154
✓ Pennington, J. L. et al	"	Same	154
Same	"	Same	154
Pennington A. N. et al	"	Same	154
Pennington Wm et al	"	Same	154
Pennington J. L.	" W. S. Hurst		155
Prichard J. M. et al	" Bird Dew & Hale		156
Pennington J. L. et al	" Pennington Gap Bank		157
Pennington, Wm et al	"	Same	157
Pennington J. D. et al.	"	Same	157
Pennington, John L. et al.	"	Same	157
Pennington A. N. et al.	"	Same	157
Pennington J. D. et al	"	Same	158



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Pennington, A. N. et al	"	Same	205-
Same	"	Lee Phillipps	205-



Same	" Mary E. Lunningham	205-
Pennington, J. L. et al	" Same	205-
Same	" Lee Phillipps	205-
Pennington, J. D. et al	" Same	205-
Same	" Mary E. Lunningham	205-
Pennington Wm et al	" Same	205-
Same	" Lee Phillipps	205-
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Parsons Zion R	ads Saly Payne for A. H. DeBusk	135
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Same et als	"	Same	60
Pennington J. L. et als	"	Same	60
Pennington J. L. et als	"	Same	60
Pennington J. L.	"	H. G. Ely	60
✓ Same et als	"	W. P. Wood	60
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Same S. B. " " " Same		80
Poteet Samuel et al " Same		80
" S. B. " " " "		80
Pennington Wm " The Officers of C.		81
Pennington John L. " Henry J. Morgan		82
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Pennington J. L. et al. " John L. Morgan		82
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West & Stewart, Adams  
 r { Lm Chy.  
 J. L. Pennington et al

Filed with deposition  
 of B. M. Morgan as  
 exhibit "C" This  
 Jan'y 17<sup>th</sup> 1903.

Clerk for copy \$1.50



Winnington Gap, Va.

JUN 30 1899

189

Mr. John L. Pennington

To R. J. WOOD & SONS, Dr.,

DEALERS IN

General Merchandise & Country Produce.

1896

June 30	Bal on acct	<u>R 2</u> 135	222 80
Apr 1-97	Int -		20 05-
	Note due Sept 1-94		100.00
" 1-97	Int -		15 50
	Judgment, & cost due June 1/94		67 00
" 1-97	Int		11 40
			<u>436 75-</u>
	By Judgment & Int		78 40
	By to pay cost that		301 835-
	Pennington should not		835-
	have paid		<u>350 00</u>
	By note on day	150 00	
	By " 12.2 notes	100 00	
	By " 2:22	100 00	
		<u>350 00</u>	



John. L. Pennington  
acct 37 222 80

27



January 20, 1903--

J.L.Pennington, a witness of lawful age, being first duly sworn, deposes and says:

Ques. 1. State your age, residence and occupation.

Ans. 1. I am 43; Live in the neighborhood of Pennington Gap, Va.; and am a miner.

Ques. 2. There is filed with the bill in this case, as exhibit No. 16, a transcript from J.L.D. # 3, p 36, of a judgment in favor of A.M.Olinger vs. J.L. & J.D.Pennington for \$80.00, with interest &c., Please state if this judgment has been paid, and if so, by whom?

Ans. 2. I am not positive that I have paid it all, but I think I ~~will~~ have.

Ques. 3. You were the principal in said debt were you not?

Ans. 3. I was.

Ques. 4. There is filed with the bill in this case, as exhibit # 30, a transcript from said J.L.D., p 64, of a judgment in favor of W.F. Wood against you for \$40.00, with interest &c. Please state whether this judgment has been paid, and if you have any evidence of payment please file it with your deposition.

Ans. 4. It has been paid; I paid it before judgment was rendered; and I file herewith statement of settlement with R.J.Wood & Sons, marked exhibit "W".

Ques. 5. Do you mean to say that the note on which said judgment was rendered had been paid before said judgment was rendered?

Ans. 5. I paid before judgment was rendered, and this statement shows that Wood gave me credit for the cost in this statement.

Ques. 6. Is the \$67, charged to you in this statement, and the \$11.40 interest, the amount ~~xxxxxxx~~ said \$40.00 was charged at, and then \$78.40, with which you are credited in this statement, a settlement of this \$40.00 judgment, as you understatnd it.

Ans. 6. That is the way I understand it.

Ques. 7. Woods confessed to you at the date of this settlement, did he, that said judgment on said \$40.00 was a mistake and intended by the settlement to correct that mistake?

Ans. 7. He did, and it was. I called on him for a receipt and he said the statement would answer.



Ques. 8. There is filed with the bill, as exhibit # 19, a judgment in favor of H.W.Pennington, Comr., against you, James F.Witt and Jacob Witt, for \$345 &c., on which a forth coming bond seems to have been taken, signed by you and J.D.Pennington, and on which bond judgment was rendered at the Nov. term, 1894, for \$485.68, to be discharged by \$242.84, &c. The execution book in Lee Circuit court clerk's office shows credit on said judgment since the date of said judgment on the forthcoming bond, as follows: Jan. 1896, on Jesse lumber, \$48.84: Sept. 9, 1896, paid by N.L.Johnson \$131.25. Did you or <sup>these parties</sup> ~~these parties~~ for you make said payments?

Ans. 8. I think I paid it; ~~that~~ that is my recollection.

Ques. 9. There is filed with the plaintiff's bill, as exhibit #39, a transcript from J.L.D., p. 143, a judgment in favor of T.J.Ely, Admr., Est. of Geo.T.Crider, dec'd, against you, Wm.Johnson, James Carter and Sarah Johnson, for \$81.35, with interest &c. Please state who is the principal in this judgment?

Ans.9. I was the principal.

Ques. 10. There is filed, as Ex. 21, a transcript from J.L.D. #3, p. 51, a judgment in favor of W.P.Zion, Guar. &c., against you and J.D. Pennington for \$58, on which a judgment on a forthcoming bond was rendered at Nov. term, 1894, for \$161.94, to be discharged by the payment of \$80.89 &c. The proceedins in the cause of the Greer Machinery Co. vs. J.D.Pennington et al. shows a payment of a credit of \$25, and \$2.50 on this judgment. State if you know who made thes payments.

Ans. 10. I cannot say, but it seem to me ~~the~~ I paid M.R.Kirk, D.S. something to be paid on this judgment, and I think it was for more than \$25.

Ques. 11. There is filed with bill, as exhibit #14, a transcript from J.L.D. # 3, p. 34, of a judgment in favor of W.P.Wood vs. you and J.D.Pennington for the sum of \$586.80 &c.; also a transcript from said lien docket, p.60, of a judgment in favor of said Wood vs. you, J.D. & Wm.Penhington for \$783.90, to be discharged by the payment of \$391.95, with interest &c. The proceedings in the chancery cause of Greer Machinery ~~cauzax~~ Co. vs. J.D.Pennington et al. show the following credits on said judgment: Mar. 7, 1894, \$40.00; ~~Sept.~~



May 7, 1894, \$75.00, Sept. 19, 1894, \$60.00, Oct. 24, 1894, \$214.86, Mar. 23, 1895, \$30.00. Please state, if you know, who made each one of these payments, or any one of them.

Ans. 11. I can speak only of one for certain, though I paid different sums of money. I paid part of the \$214.86 payment. I paid a road claim of \$160 odd ~~dollars~~ on the \$214.86 payment--it was a county claim for building a road.

Ques. 12. Whose claim was the \$160 odd claim?

Ans. 12. The claim was Wm. Pennington's. He let me have \$200 in money and the claim to pay to Kirk, on this and other executions in his hands against me. I do not know whether any of them was against my father or not. I do not now remember whether my father handed the claim ~~to~~ and the money to me or whether he handed it directly to Kirk. We were all there together talking about the matter.

Ques. 13. At the time this claim was paid to Kirk was your father security on said judgment for you and J.D. Pennington or not?

Ans. 13. I do not recollect; you will have to go to the papers and see.

Ques. 14. Have you ever in any way repayed to your father the amount of the claim of \$160 odd dollars?

Ans. 14. I have not. He paid some other money for me also that I have never paid back.

Ques. 15. What is your best impression as to the other payments on said judgment, that you made them all yourself or that J.D. Pennington paid some of them?

Ans. 15. It is my notion that I paid the bigger portion of the payments, if not all of them on this judgment.

Ques. 16. If you know, state who made the \$20 and \$35 payments of the W.P. Wood judgment for \$123.50?

Ans. 16. I cannot say, but it is rather my opinion that J.D. Pennington made them.

X-EXAMINATION.  
H. J. Parson's counsel.

Ques. 1 In your examination in chief you stated that your father let you have a certain county claim and about \$200.00 in money. State whether you borrowed this claim and money from your father or whether he gave them to you.



Ans. 1. I cannot say which. We were all there together and he just let Kirk have the money, or me one, I cannot say to which, My father did not give me the claim and the money. Kirk had three paid of mules levied on at the time, and I have heard my father say since, but I do not remember myself, that the mules levied on by Kirk as sheriff, was to stand good for said claim and money.

Ques!2.--State, if you know, on what executions said claim and said \$200.00 were applied ?

Ans.--I could not state only that the claim went on the Woods matter: I do not know what executions the \$200.00 was credited on.

Ques.3.--Give your best recollection as to the season of the year in which the claim and money was paid to Kirk ?

Ans.--It seems <sup>me</sup> to like it was the latter part of the winter, or early part of the Spring.

Ques.4.--What is your recollection as to whether your father was at that time a security on said Woods matter?

Ans.--It don't seem to me like he was, but I am not certain about it. Of course the papers ought to show.

Ques'5.--Do you know for sure that said claim you speak of that said claim was ever credited upon the Woods matter ?

Ans.--No, I do not.

Ques.6.--Why do you think the claim constituted a part of the \$214.86 credit ?

Ans.--Because Kirk claimed that he had given it to Sewell, attorney for the Woods notes as he said, and Sewell complained that it was something like six months before he could get any money on it.

Ques!--Do you know whether the claim was given credited as of of the date when it was turned over to Kirk, or as of the date when it was collected off the county?

Ans.--Sewell said he gave credit as of the date when he collected it!

Ques.--With plaintiff's amended bill is filed what purports to be a trascript from the J.L.D., marked exhibit No.2. a judgment of



in favor of Joseph Ely against yourself and Wm. Pennington. State whether any part of said Judgment has ever been paid by you; if so, state about how much and about when such payments were made.

Obj.--This question is objected to because the witness is incompetent, Joseph Ely being dead.

L' T. Hyatt, atty for plff.

Ans.--They had brought suit on the matter, and aimed to defend it so that I could get my credits on it. I went down to Pridemore's office where Mr. Ely and Mr. Pridemore were, and asked if they had ever credited the log hauling I had done for Mr. Ely, and they said they had not. I told them I wanted to defend it then and get my credit on it, and Mr. Pridemore remarked "let it go to judgment, and he would put the credit on it". The amount of the credit I was entitled to if my memory serves me right, was \$35.00 as of about the time the note was due.

Ques.--On the judgment against you and J.M. Carter and others in favor of T.J. Ely, Admr. of Grider, said Carter, your security, claims to have paid a portion thereof. Please state how much of the amount he paid to you on said judgment, you yet owe him as near as you can?

Ans.--According to a settlement that me and Carter had I had sold him a wagon and pair of mules-- it left thirteen dollars and some cents, I think 45. That was about the year 1897 as best I can get at it.

Ques.--With plaintiffs' bill there is filed as exhibit No. 37 a transcript of judgment in favor of Emily & Woodward Stewart against yourself for \$66.00 &c. State whether you owe this judgment still?

Ans.--I don't think I do. It was for a piece of land the title to which failed. They never did, nor never could make me title to the land for which I executed the note.

Ques.--With said plaintiffs' bill there is filed as exhibit No. 28, a transcript of judgment for \$25.00 in favor of Geo. T. Crider against yourself, which appears afterwards to have been taken a forthcoming bond for \$49.62, with M.L. Slomp as surety, and on which forth-



coming bond a judgment was rendered to be discharged tby the payment of \$24.81. State whether or not this judgment has been paid by you in full?

Obj.--This question is objected to because the witness is incompetent, said Grider being dead.

L.T.Hyatt, Atty for Ely, Admr.

Ans.--My recollection is that it was paid in full.

Ques.--What lands, if any, do you now own ?

Ans.--I don't know as I own any, and I don't know that I don't.

Ques.--You have owned lands, have you not, in this county ?

Ans.--To whom did you sell the last lands that you owned, if you remember?

Ans.--I don't think I sold at all; I think the court sold them.

Ques.--What lands, if any, does your wife now own, or claim to own, and from whom did she obtain the same and where is the same situated ?

Ans.--All the lands that she owns that I know of or claims to own, is a part of the Turner farm in this county, containing about 135 acres, the best I can get at it. One piece from D.C.Sewell, Commissioner: one piece from Will Pace: and one piece from R.L. Pennington, Commissioner.

Ques.--Are these lands which your wife claims paid for now?

Ans.--One piece is, the piece bought from R.L.Pennington, Commissioner.

Ques.--Is any part of the purchase price of the other two pieces paid, if so, about how much ?

Ans.--There is seventy dollars paid on the Pace piece, and from \$80.00 to \$100.00 on the piece bought from D.C.Sewell, commissioner.

Ques.--How much was paid for the piece that you got from R'L. Pennington, Commissioner ?

Ans.--The purchase price was \$200.00.

Ques.--How did your wife get the money to pay this \$200.00 to R.L.Pennington, Commissioner ?

Ans.--I could not tell you who all, but could tell you a part



She first leased the coal bank up there from mother, and she got part of the money out of the coal by selling coal and having it hauled: then she got part of it from selling hay and corn raised on the land. This paid very nearly the first payment and the second note was paid in the same way.

The payment she made to A.N.Pennington was coal hauled to A.G. Hyatt, at Pennington Gap, that is, \$40.00. The \$70.00 paid to Orr on the Pace tract was all paid in coal.

The lease of the coal last year was from mother, and this year was from A.N.Pennington. The last lease is in writing.

Ques.--Did your wife ever herself work any in the coal mine I leased as above stated by you ?

Ans.--No she did not, but I did as her agent. Her team did a portion of the hauling.

Ques.--Were the expenses of the mining paid out of the mine?

Ans.--Principally so, but a part of it was paid off the farm.

Ques.--Did you not yourself work at the mines, and do a large portion of the digging and getting out the coal?

Ans.--I did a small portion of the coal digging. I am there most all the time looking after it.

Ques.--Did your wife herself do the plowing and hoeing to raise the corn and hay sold off the place ?

Ans.--She did part of the hoeing, the children did the principal part of it, and I did a little.

Ques.--When and from whom did you get the team that did the hauling of said coal and how was it paid for ?

Ans.--One of the horses she reared and sold to her mother. and when her mother left here she gave it back to her. The other horse was bought from brother Alex., and it is not paid for yet, only about \$14.00 having been paid on same which was paid ~~in part~~ by the proceeds from coal.

Ques.--About when were you and your wife married to each other?

Ans.--It will be 18 years the 10th day of next June.

Ques.--Is it not a fact that you have managed the farming and



and coal minging yourself ?

Ans.--I can't say that I have managed it at all, of course we talk about it in the family, as any other family would, but my wife has the management of it. As to the coal bank of course I see after it all the time, but of course I go according to her instructions.

Ques.--With the plaintiffs' bill there are filed as exhibits # 40 , 41, 42, ~~43~~ 43, 44, and 45, in favor of Pennington Gap Bank against you and others. Please take said exhibits, and tell which of the same are your debts?

Ans.--As to exhibit #40 I do not remember whether I am principal or not. As to the debt shown by exhnit #41 I guess that is my debt. As to exhibit #42 I think J.D.Pennington is the principal. As to exhibit #43 J.D.Pennington is principal,I think. As to exhibit #44, my father is principal. As to exhibit #45, I think that is mine.

Ques.--If you remember, state what you did with the money which you borrowed from said Bank for which said judgments were rendered?

Ans.--Paid it on debts principally, but some was paid on some timber I bought.

Ques.--Do you remember what debts you paid any of it on, if so, state whose.

Ans.--I could not state who. There was some that I paid judgments with. Henry Barbre was connected with one of them.

Ques.----Do your know what you did with the money borrowed from H'J.Morgan?

Ans.--No, I do not.

And further witness aith not.

J. P. Pennington

Witness Clavies  
30 cts.



No. 328

Jan - 15 1894

Warrant to Wm. Pennington

Lee Co apc

For \$169.80

Received Warrant



Copy from Stub  
of Supervisor's warrant  
book for 1894.

By the Court.



Jan. 21, 1903.

B.H.Sewell, a witness of lawful age being first duly sworn, deposes and says:

State your occupation ?

Ans.--Attorney at law.

Ques.2.--Did you obtain the judgment in favor of W.P.Wood against J.L. and J.D.Pennington for \$586.80, with interest &c., at the November term, 1893, of Lee Circuit Court ?

Ans.I did obtain such a judgment but do not remember the time it was rendered, nor the exact amount.

Ques.3.--Did you bring a suit at law in said court against said J.L.Pennington for that amount just before said November term, 1893.?

Ans.-- Yes, I brought such suit for Mr.Wood.

Ques.--Did you receive as a payment of this judgment a county claim; if so, state the amount of the said claim and the date on which you received it near as you can get at it ?

Ans.--I did receive as a payment on said judgment a county claim or road claim whichever it was to be applied as a credit on the above debt, but the exact time that it was given to me and the amount thereof, and who brought it to me, I can not now state definitely. The memorandum on the stup of my attorney's check book shows that on December 24th, 1894, I made a payment to Green, Huffaker & Co. on a note I had for said company against W.P.Wood for collection the sum of \$214.86. The endorsement on my check book shows the following: "This payment includes P.claim and \$45.00 payment". The proceeds of the said judgment of the said Wood against the said J.L. & J.D. Pennington were turned over to me to be applied on the said debt of Green, Huffaker & Co. agaist said W.P.Wood, by said Wood and at his direction. This claim was turned over to me some time prior to the above date, and was not to be applied to the Wood judgment until I could collect it from the County, which I suppose was collected on or near Dec.24th, 1894.

Ques.4.--Give your best impression as to whether you received said claim before or after May 19th, 1894?

Ans.--My best recollection now is that it was after said date, but I can now speak with accuracy as to the time.

And further this deponent saith not.

*B. H. Sewell,*



VIRGINIA, Lee County, to-wit:

The foregoing depositions of A.N.Pennington, H.Z.Parsons, H.J. Morgan, W.P.Zion, C.D.Russell, A.G.Hyatt, B.M.Morgan, J.L.Pennington and B.H.Sewell were duly taken ~~before me~~ under oath, and subscribed before me, at the times therein stated, and for the purpose of consideration as evidence in the case now pending before me of West & Stewart, Admrs. &c., vs. J.L.Pennington et al.

Given under my hand this, Jan. 30, 1903.

.....*A M Gomis*.....

Special Commissioner.



West & Stewart, Advers.

in Chancery

J. L. Pennington et al.

Depositions taken be-  
fore Court. Given &  
exhibits therewith.

Jan. 30, 1903.

Stewart, Advers. Pennington et al.

Special Commissioner.

.....

before me, at the times therein stated, and for the purpose of con-

and J. L. Pennington were duly taken before me under oath, and subscribed

Morgan, W. P. Dixon, C. D. Russell, A. G. Kraft, B. M. Morgan, J. L. Pennington

The foregoing depositions of A. N. Pennington, H. S. Parsons, H. J.

VIRGINIA, Lee County, to-wit:



Received of C. D. Russell his two notes  
bearing date August 20th 1898. and with  
W. J. Gilley & E. W. Pennington sureties  
to each, and each for \$133.25 and due  
respectively in six months & eight  
months, and with interest from date,  
which said Russell pays or settles  
on two judgments obtained by us  
against J. L. Pennington as principal  
and for Pennington, J. L. Pennington, George  
W. Hughes and said C. D. Russell as  
sureties, and on which a bill has been  
filed to enforce. This August 23rd 1898.  
On & Blenkinship.



Feb. 13, 1902

C. D. Russell claims the right  
of substitution for J. L. Pennington port  
which \$28.83 $\frac{1}{2}$ , with interest from the  
date of the notes.

266.50  
180.00

with  
interest  
86.50



SOUTHEASTERN DEPARTMENT.

# FIREMANS FUND

INSURANCE COMPANY

OF SAN FRANCISCO, CAL.

EDGAR S. WILSON, MANAGER. MACON, GA.

July 20, 1902 - \$60<sup>00</sup>

April 24<sup>TH</sup> 1895, \$25<sup>00</sup>

" " " atyp \$2.50





Pennington Gap. Va August. 20th.. 1898.

\$133.25.

Six months after date. with interest from date we promise to pay to  
Orr & Blankenship. One hundred and thirty-three & 25/100 dollars at Powels Vally  
Bank. Jonesville. Va. And as to the payment of this debt we hereby waive the bene-  
fit of the Homestead Law.

*Due Feby 20/99.*

C. D. Russell  
W. S. Lilly (Surety).  
E. W. Pennington (Surety).



received..... hereby guar-  
anteed..... of

Geo. H. H. H. H.

1899-

May 15 By cash & note

133 25  
\$ 107 00

26.25-





Pennington Gap, Va August 20th. 1898.

\$133.25.

Eight months after date, with interest from date, we promise to pay to Orr & Blankenship, One hundred and thirty-three & 25/100 dollars, at Powell's Valley Bank, Jonesville, Va. And as to the payment of this debt, we hereby waive the benefit of the Homestead Law.

C. H. Russell

Wm. Gilly (Surety).

T. H. Huntington (Surety).

*Due April 20/99*



C. D. Russell.  
et als.

to { notes  
{  
{

Or + Blankenship

Or + Blankenship



#41.83 Recd of R.L. Evans. Forty one  $\times \frac{83}{100}$   
Dollars being his proportional part  
or one third of judgment in the  
case of Pennington Gap Bank vs  
J. L. & A. N. Pennington & J. Skaggs & R. L. Evans  
for one hundred dollars together  
with interest from January 14<sup>th</sup> 1896  
and costs.

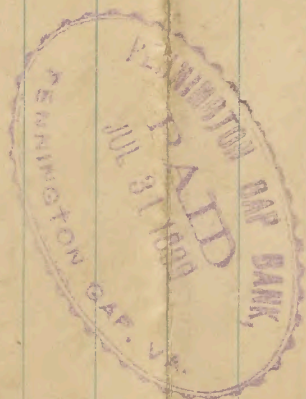
And I hereby release said Evans  
from any further liability on  
account of said judgment and  
acknowledge said sum of \$41.83  
to be in full of said Evans part  
of said judgment  
Given under my hand this 29<sup>th</sup>  
day of July 1899 \* J. F. Skaggs



P L Evans  
from <sup>Wm</sup> Rept ~~4~~ 83

J. S. Skaggs.

Evans Claims -  
John Skaggs Claims -





629.62

34.93

594.69

20.66

574.03 Mary E.  
Jennie

1901 - 12 - 23

1896 - 3 - 1

5 - 9 22

30

245-

004

35-

25.88

35-

12940

4764

90880

25.88

34.93

18

03

001

211

454.05

34.93

419.12

20.66

398.46 Mary E.

1901 - 12 - 52.52

1898 - 6 - 16

3 - 6 - 6

52.52

211

5252

5252

10504

1108172

52.52

63.60

34.93

28.67

Jennie

Lee

Mary E.

574.03

581.35

398.46

1553.84

285.

Whole Bal.

1268.84

28.67

1240.17

131

1138.76



2055.66  
47548  

---

1580.28

227.17  
28631  
6200  

---

475.48



1900						
May	2	Amt pd J. M. Oliver, Cash	127.88			
1901		Fax	3.60	131.48		
1902						
Jan	20	" " H. D. Zim Value -	60.00			
		Fax	2.16	62.16		
Oct	2	" " B. Bus for Rice and Balm		84.21		
1904						
Dec	9	" " H. J. Morgan Cash	681.85			
		Fax	7.64	<del>689.54</del>	927.39	
1902						
Arr.	1	Freight for Hous. Moving. Recd.		158.61		

~~649.54~~



West & Stewart, Admors  
v { In Chancery.  
J. L. Pennington et al

Statement of "R L P"



This Deed made and entered into on this the 22nd, day of February, in the year of our Lord nineteen hundred and two, by and between John L. Pennington and Fannie E. Pennington, his wife, parties of the first part, and Ellen Jessee, Eva Russell, George W. Parsons, Rebecca Wampler, Wheeler P. Parsons and Bessie A. Parsons, children and heirs at law of M. C. Parsons, deceased, parties of the second part; Witnesseth; Whereas the said John L. Pennington, at the second October Rules 1895, filed his bill in equity in the Circuit Court for the County of Lee against the said Ellen Jessee and others, the object of which was to have enforced specifically a parol sale or swap of land therein full set out; and whereas, by a decree entered in the said cause and another cause brought on to be heard therewith entitled M. C. Parsons Admrs. vs J. L. Pennington, Dated November 5th 1895, it was among other things adjudged, ordered and decreed that the said John L. Pennington together with his wife, make and execute a deed of release and convey with covenants of special warranty, of the 412 acre W. A. Parsons tract of land to the heirs at law of M. C. Parsons deceased; Now therefore in consideration of the premises in obedience to the said order of the Court and in further consideration of a conveyance to the said John L. Pennington of the 1165 acre tract of land described in said causes by R. L. Pennington Commissioner on the part of the said heirs of the said M. C. Parsons deceased, the receipt whereof is hereby acknowledged, the said John L. Pennington and Fannie E. Pennington his wife, do hereby grant, bargain, sell release and convey unto the said parties of the second part, with special warranty the said 412 acre W. H. Parsons tract of land, lying and being in the said County of Lee in the Rocky Station Magisterial District, on the waters of Straight Creek in that section called the "Pockett", and bounded and further described to-wit; Beginning at a poplar on Straight Creek and running thence S 51 1/2 W 16 poles; thence up and with a ridge N 39 W 15 poles to a white oak sapling N 25 W 24 1/2 poles, N 58 3/4 W 20 1/2 poles, N 61 1/2 W 9 1/2 poles N 61 W 15 poles, N 45 1/2 W 8 3/4 poles, N 64 1/4 W 18 poles, S 88 3/4 W 12 poles N 64 3/4 W 17 poles, N 42 W 2 1/2 poles, N 75 E 26 poles, to a small white walnut, N 1 E 51 poles to a chestnut and



oak on top of a ridge, and with the same N 89 W 10 poles S 84 1/2 W 15 poles N 77 W 13 1/4 poles, S 72 W 12 poles, N 80 W 14 poles, S 78 1/2 W 8 poles N 88 W 22 poles yo six chestnut oaks, N 40 1/2 W 19 poles to a white oak N 33 1/2 W 10 1/2 poles, N 7 1/2 W 6 1/2 poles N 1 E 22 poles, N 31 E 11 poles to a black oak N 25 1/2 W 28 poles N 1 1/4 E 6 poles, N 10 1/2 E 16 1/2 poles N 16 W 12 poles, N 27 3/4 W 29 poles, N 20 1/4 E 24 poles N 27 W 14 poles, N 3 1/2 W 11 poles, N 3/4 W 13 poles N 37 W 22 1/2 poles, N 11 W 13 1/2 poles, to a bunch of red oak N 5 1/2 E 5 3/4 poles, to four hackories and chestnut; thence leaving the ridge S 88 1/2 E 234 poles to the top of the leading ridge between Benedicts branch and Millers cave, thence with said ridge S 10 1/2 W 20 poles to hornbeam and **spanish** oak widow Carters corner, S 13 1/2 E 11 poles, S 1 E 36 poles S 28 E 20 poles S 10 1/2 W 12 3/4 poles S 3 1/2 W 32 poles S 8 E 17 poles, S 10 W 11 1/2 poles S 15 E 12 poles S 33 E 22 poles S 54 E 5 1/2 poles S 68 E 25 poles S 21 E 30 poles, S 4 E 18 poles to a poplar on a branch, and down the branch and Straight creek S 57 W 8 poles S 14 1/2 E 14 1/2 poles to a corner in the mouth of a hollow S 31 1/2 E 18 poles S 47 1/2 W 11 1/2 poles, S 18 1/2 E 9 poles, S 59 3/4 W 48 poles S 6 1/2 W 24 poles to the beginning, containing 412 acres. To have and to hold the said tract or parcel of land unto the said parties of the second part, their heirs or assigns forever. Witness the following signatures and seals.

J. L. Pennington (Seal)

Fannie E. Pennington (Seal)

Virginia, Lee County to-wit;

I, A. G. Hyatt a Notary Public for the County aforesaid in the State of Virginia, do hereby certify that John L. Pennington and Fannie E. Pennington whose names are signed to the foregoing writing bearing date the 22nd day February 1902, have each acknowledged the same before me in my County aforesaid. Given under my hand this 24 day of February 1902.

A. G. Hyatt, N. P.



Virginia, Lee County to-wit;

In the office of the Clerk of the County Court for said County,  
the 24th day of February 1902. This deed was presented, and together with  
the certificate thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy Teste; B. M. Morgan -----Clerk.  
(D. B. 38 page 319&c)



John L. Pennington <sup>wife</sup>  
To } Deed  
Ellen Jesse, et al

Copy

Clerk .75-cts



George Brown  
w/ Abstract of Judgt  
Mr R Johnston &  
J. L. Pennington

C 25<sup>To</sup>



1890. E.W.P. George Brown  
Sept 8 vs  
J.L. Johnston  
and Wm R Johnston

Judgment for \$193.85 Reacor Fi  
with interest thereon  
from 20 Feby 1890. till  
paid & the Costs. Subject  
to a credit of \$94.00 paid  
Aug 16" 1890. to 6.29  
S 2.00 A 2.50 to 6.25  
Fi Fa 78

Fa

Stay of Execution until Jan'y 1891. See Order To 1st Nov R 1891  
J.A. & Hyatt Clerk

Ti

Fa

Levied on one Rose Mule & one black mare  
mules F.L. hand taken, P.M. Reacor, D.S

E.W.P.  
Sept 7, 1891  
1892  
May 6<sup>th</sup>

Judgt. vs Deft Wm R. Wade Fi  
Johnston & J.L. Pennington Kirk  
for \$259.70. to be dis-  
charged by the payment  
of \$129.88 & legal interest  
thereon from <sup>March</sup> 30" 1891. till  
paid & the Costs. C 2.91  
S 1.00 & CC 25 + 78

Fa

Executed on the 31<sup>st</sup> day of Octo 1891. by levying 1st Nov Rules 1891  
on three yoke of work cattle the property  
of Wm R Johnston this Nov 2" 1891.

W.R. Kirk D.S. for C.E. Flanagan S.L.C

Fi

Fa

This Judgment is Satisfied in full Jan 25/93 1<sup>st</sup> July Rules 1892

Geo Brown per E.W.P

A Copy

Teste: A.B. Munsey Clerk



Copy of J. L. D  
# 3,

As to Judgments  
Indexed Against  
J. L. Pennington.



(Under Index Letter  
"P" J. L. D. # 3.)

Extract from J. L. D # 3  
Under Index Letter "P."

(Col. 1, line 8)	Pennington J. L.	"	Wm P Wood	34
(Col. 1 line 10)	Pennington J. L. et al	"	A. M. Olinger	36
(Col. 1, line 12)	Pennington J. L.	"	Geo. P. Crider	38
(Col. 1, line 13) ✓	Same	"	Brown & Orr	38
(Col. 1, line 14) ✓	"	"	H. G. Ely	39
(Col. 1, line 18)	Pennington J. L. et al	"	E. H. Pennington, Comr.	49
(Col. 1, line 19)	Pennington J. L.	"	E. S. Harber	50
(Col. 1, line 20) ✓	Same et al	"	W. P. Zion Guar & c	51
(Col. 1, line 21)	Pennington J. L.	"	George A. Crabtree	52
(Col. 1, line 26)	Pennington J. L.	"	Same	59
(Col. 1, line 31)	Pennington J. L. et al	"	Same	60
(Col. 1, line 32)	Pennington J. L.	"	H. G. Ely	60
(Col. 1, line 33) ✓	Same et al	"	W. P. Wood	60
(Col. 1 line 36)	Pennington J. L. et al	"	G. P. Crider	61
(Col. 1, line 39)	Pennington J. L. et al	"	W. P. Wood	64
(Col. 1, line 41)	Pennington J. L. et al	"	Same	64
(Col. 1, line 42) ✓	Same et al	"	G. A. Crabtree	65
(Col. 1, line 46)	Pennington J. L. et al	"	J. M. Olinger	74
(Col. 2, line 16)	Pennington John L.	"	Henry J. Morgan	82
(Col. 2, line 18)	Pennington J. L. et al	"	John D. Morgan	82
(Col. 2, line 23)	Pennington J. L. et al	"	E. S. Harber	85-
(Col. 2, line 25)	Pennington J. L. et al	"	W. P. Zion	85-
(Col. 2, line 36)	Pennington J. L.	ads	Emily Stewart et al	98
(Col. 2, line 40)	Pennington J. L.	ads	E. H. Pennington Comr	99
Col 2 line 43	Pennington J. L. et al	vs	Joseph Ely	105-
(Col. 1, line 1)	Pennington J. L. et al	ads	H. G. Ely Admr	143
(Under index letter "O" same index (Col. 2, line 31) (See Book Two of Index to Vol. # 3, under "P" Col. 1, line 38)	Pennington John L	"	A. M. Brown	178
(Col. 1, line 38)	Pennington J. L.	"	Same	146
(Col. 1, line 42)	Pennington J. L. et al	"	Pennington Gap Bank	153
(Col. 1, line 43) ✓	Same et al	"	Same	154
(Col. 2 line 1)	Pennington J. L. et al	ads	Pennington Gap Bank	154
(Col. 2, line 6)	Pennington J. L. et al	"	Same	154
(Col. 2, line 7) ✓	Same	"	Same	154
(Col. 2, line 10)	Pennington J. L.	"	W. S. Hurst	155-
(Col. 2, line 12)	Pennington J. L. et al	"	Pennington Gap Bank	157
(Col. 2, line 15)	Pennington J. L. et al	"	Same	157
(Col. 2, line 19)	Pennington John L	"	W. S. Hurst	158
(Col. 2, line 24)	Pennington J. L. et al	"	Same	164
(Col. 2, line 29)	Pennington J. L. et al	"	Same	170
(Col. 2, line 31)	Pennington J. L. et al	"	Same	171
(Col. 2, line 34)	Pennington J. L.	ads	Wheeland Foundry & Machine Works	178
(Col. 3, line 3)	Pennington J. L. et al	"	Same	205-
(Col. 3, line 7)	Pennington J. L. et al	"	Same	205-
(Col. 3, line 12) ✓	Same	"	Lee Phillips	205-
(Col. 3, line 18)	Pennington J. L.	"	Am. Slave & Co. Co.	218



West & Stewart, Admsrs. &c.,  
vs.

IN CHANCERY.

Plaintiffs,

J. L. Pennington et al.,

Defendants.

EXTRACT FROM DECREE.

This cause having come on to be heard in vacation at Big Stone Gap, Virginia, before the Judge of the circuit court of Lee County, on January 29th, 1902, \* \* \* \* \* it is therefore adjudged, ordered and decreed that A. M. Goins, who is hereby appointed a special commissioner for that purpose, shall take and state an account in this cause showing:

1st, What lands, if any, other than the tract in controversy in this cause, are subject to the liens asserted herein by the plaintiffs and cross-complainants, and whether said additional lands, if any, are liable before the lands in controversy herein.

2nd, He shall ascertain and report whether or not the widow of M. C. Parsons, deceased, is entitled to dower in the 412 acre tract of land in controversy in this cause.

3rd, He shall ascertain and report what liens are valid and subsisting liens against the said 412 acre tract of land, and any other land which he may report as subject to said liens; the amounts of said liens and their priorities, and the dates of their rendition and docketing; and he shall particularly report on all matters of subrogation and contribution, which may be involved in the judgement liens.

4th, He shall report also on the rental value of the 412 acre tract of land in controversy, and any other tracts that he may report as liable to the liens involved in this suit.

5th, He shall report on any other matters specially required by any of the parties hereto, or which he may deem necessary or pertinent to be reported upon.

In making up his said report said commissioner shall consider all proper record evidence, and shall hear such additional oral evidence as may be necessary or proper, and shall reduce such oral evidence to writing, and return it together with copies or memoranda of said record evidence, to the court with his report.

An Abstract Copy Teste:

*A. B. Munsey* Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract will take notice that on the 11th day of February, 1902, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902.

*A. M. Goins*  
Special Commissioner.



I accept legal service of the within notice for myself as a member of the firm of Brown & Orr, also as a member of the late firm of Orr & Blankenship, also as attorney for Whelands Foundry & Machine Works, a corporation. This 5<sup>th</sup> day of February, 1902.

*James W Orr.*



West & Stewart, Admrs. &c.,

vs.

J. L. Pennington et al.,

IN CHANCERY.

Plaintiffs,

Defendants.

EXTRACT FROM DECREE.

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An Abstract Copy Teste:

Clerk.

COMMISSIONER'S NOTICE

The parties interested in the decree from which the foregoing is an extract will take notice that, on the 11th day of February, 1902, at my office in the town of Jonesville, Va. I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902.

*A. M. Goins*  
Special Commissioner.



Virginia, Lee County, to-wit:

I, L.T.Hyatt, a commissioner in chancery for the circuit court for Lee county, the same being a court of record, do hereby certify that John M.Pennington has this day made oath before me that on the 4th day of February, 1902, he delivered a true copy of the within notice to each of the following named persons in Lee County, to-wit: E.S.Wax, James E.Witt, Sarah Johnston, George W.Hughes, George W. Peters and Henry Z.Parsons; that on the 5th day of February, 1902, he delivered like copies to each of the following named persons, to-wit: H.G.Ely, M.L.Slemp, C.D.Russell, John F.Skaggs, J.M.Olinger, Emily Stewart, A.M.Olinger J.L.Pennington and William Pennington; and that on the 6th day of February, 1902, he delivered like copies to the following named persons, to-wit: R.L.Evans, G.W.Russell and Eva Russell in Lee County, on the 7th.

Given under my hand this the 7th day of February, 1902.

L. T. Hyatt, cmor. in chy.



West & Stewart, Admsrs. &c.,  
vs.

J. L. Pennington et al.,

IN CHANCERY.

Plaintiffs,

Defendants.

EXTRACT FROM DECREE.

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In making up his said report said commissioner shall consider all proper record evidence, and shall hear such additional oral evidence as may be necessary or proper, and shall reduce such oral evidence to writing, and return it together with copies or memoranda of said record evidence, to the court with his report.

An Abstract Copy, Teste

Clerk.

COMMISSIONER'S NOTICE

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*A. M. Goins*  
Special Commissioner.



Virginia, Lee County, to-wit:

I, L.T.Hyatt, a commissioner in chancery for the circuit court of Lee County, do hereby certify that John M.Pennington has this day made oath before me that on the 4th day of February, 1902, not finding J.F.Witt at his usual place of abode, he delivered a true copy of the within notice to Mollie E.Witt a member of the family of the said J.F.Witt over the age of sixteen years for the said J.F.Witt at his usual place of abode, and explains to her the purport of the said notice; that on the same day, not finding Wm.R.Johnson at his usual place of abode in Lee County, he delivered a like copy for him to his wife, Sarah Johnson at his usual place of abode, she being over 16 years of age, and to whom he explained the purport of said notice; that on the same day hxx, not finding James Carter at his usual place of abode, he delivered a like copy for him to his wife at his usual place of abode, she being over sixteen years of age, and explained to her the purport of said notice.

Given under my hand this the 7th day of February, 1902.

*L.T. Hyatt, Comm*  
*in Chy*



West & Stewart, Admrs. &c.,  
vs.

J. L. Pennington et al.,

IN CHANCERY.

Plaintiffs,

Defendants.

EXTRACT FROM DECREE.

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In making up his said report said commissioner shall consider all proper record evidence, and shall hear such additional oral evidence as may be necessary or proper, and shall reduce such oral evidence to writing, and return it together with copies or memoranda of said record evidence, to the court with his report.

An Abstract Copy of the report of A. M. Goins, Clerk.

COMMISSIONER'S NOTICE

The parties interested in the decree from which the foregoing is an extract will take notice that on the 11th day of February, 1902, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902.

A. M. Goins,  
Special Commissioner.



Virginia, Lee County, to-wit:

I, L.T.Hyatt, a commissioner in chancery for the circuit court of Lee County, do hereby certify that John M.Pennington has this day made oath before me that on the 5th day of February, 1902, not finding E.W.Pennington at his usual place of abode, he delivered a true copy of the within notice to Jennie Pennington, a member of the family of the said E.W.Pennington over the age of sixteen years at his usual place of abode, to whom he explained the purport of said notice; that on the 6th day of February, 1902, not finding Woodard Stewart at his usual place of abode, he delivered a like copy to his wife for him at his usual place of abode, she being over 16 years of age, and to whom he explained the purport of said notice; and that on the 6th day of February, 1902, not finding E.S.Harber at his usual place of abode, he delivered a like copy to his wife for him at his usual place of abode, she being over 16 years of age and to whom he explained the purport of said notice.

Given under my hand this the 7th day of February, 1902.

L.T.Hyatt  
Comm. in Chy



West & Stewart, Admrs. &c.,  
vs.

J. L. Pennington et al.,

IN CHANCERY.

Plaintiffs,

Defendants.

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An Abstract Copy, Teste:

Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract will take notice that on the 11th day of February, 1902, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902.

A. M. Goins  
Special Commissioner.



I accept legal service of the within notice for West & Stewart,  
adms. of the estate of Joseph Ely, deceased, W.P.Wood, R.J.Wood &  
Sons, Pennington Gap Bank, T.J.Ely, adms., of Geo.T.Crider, A.M.  
Brown, J.D.Pennington, L.M.Zion, A.N.Pennington, W.S.Hurst, and W.J.  
Mileham, administrator of the estate of Geo.A.Crabtree, deceased.

This February, 3rd, 1902.

L.P. Hyatt, Atty.

I accept legal service of the within notice for the Administra  
<sup>adult</sup>  
tor and heirs of M.C.Parsons, deceased. This Feby.4th, 1902.

W.L. Luman, Atty.



West & Stewart, Admrs. &c.,  
vs.

IN CHANCERY.

Plaintiffs,

J. L. Pennington et al.,

Defendants.

EXTRACT FROM DECREE.

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An Abstract Copy, -Teste:

A. J. Munsey Clerk.

COMMISSIONER'S NOTICE

The parties interested in the decree from which the foregoing is an extract will take notice that on the 11th day of February, 1902, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902,

A. M. Goins  
Special Commissioner.



I accept legal service of the within notice for the infant defendants, Wheeler P. Parsons, Bessie A. Parsons, Lee Phillipps, Catherine Russell, Bernice Russell, Bernard Russell and Pearl D. Russell.

This Febry. 3rd, 1902.

Geo. P. Cridlin

Guardian ad litem for said infants

I accept legal service of the within notice for myself and John D. Morgan. Feb 3, 1902.

Henry J. Morgan

John D. Morgan by H. J. M.



West & Stewart, Admrs. &c.,  
vs.

J. L. Pennington et al.,

IN CHANCERY.

Plaintiffs,

Defendants.

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An Abstract Copy, Teste:

*A. M. Goins* Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract will take notice that on the 11th day of February, 1902, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This February 3rd, 1902,

*A. M. Goins*  
Special Commissioner.



I accept legal service of the within notice, this February 4th,  
1902.

*George W. B. Pennington*

I have executed the within notice by delivering a treue copy  
thereof to R.L.Pennington of the 4th day of February, 1902, and also  
by delivering to him on the ~~same~~ day a like copy as attorney for  
Greer Machinery Company and American Stave and Cooperage Company, be-  
ing non-residents of the state of Virginia.

I further executed the within notice by delivering true copies  
thereof to C.K.Brown, W.P.Zion, Gd., on the 5th day of February,  
1902, and by delivering a like copy to W.J.Milham, administrator  
of J.S.Burgan, dec'd, on the 6th day of February, 1902, all which  
copies were delivered to said parties in Lee County, Virginia.

This 7th day of February, 1902.

*L.B. Pennington*; Deputy  
for W.J.Milham, S.I.C.

*West & Stewart, Attorneys*

*vs { Lewis' Police*

*J.L. Pennington et al*

*Feb. 11th, 1902.*



H.Z.Parsons, Deft.

vs.

Stewart & West,

To the Hon.H.A.W.Skeen,Judge of the circuit court for Lee

H.Z.Parsons,for exceptions to the confirmation of the report of Comr.A.M.Goins, is advised that the same is erroneous both as to conclusions of law and fact,in the following particulars,and therefore should not be confirmed:

(I). The said commissioners conclusions of law and fact beginning on page 19 and ending on page 21 of his report is erroneous in this: He says Parsons did not have his deed recorded until after this amended bill was filed,and after answer and demurrer,and since the judgments were referred to in his demurrer then Parsons had notice actual of the various judgments and such being the case,the docketing and indexing of the various judgments is ~~material~~ immaterial. This is not the fact as shown in the record of this case .If the commissioner would have looked to the records,in this case and to the records of the county court clerk's office he would have found,that on July 20th.,1897, in deed book number 33,the deed of R.L.Pennington comr.,to J.C. Jessee and H.J.Russell for 322 acres of the land in controversy was recorded;that on Jan.16th.,1899 in D.B.No.34.P.335 is the deed of jessee and wife to said Parsons to a one-half undivided moiety of the 322 acres recorded;that in deed book number,35.P. 378 etc.he would have recorded on Nov.27th.,1899 a partition of of said 412 acre tract in which Parsons was assigned 172 and 90 acres of the same. Parsons does not claim this land as a purchaser from J.L.Pennington at all as it would seem from the commissioners report he thinks;but on the contrary he denied said Pennington ever having any rights in the same.

What are the statutes on the subject of liens of judgments and the docketing and indexing the same? Section 3570 Provides: "NO Judgement shall be a lien on real estate as against a purchaser thereof for valuable consideration without notice unless it be docketed

Sustained



it be docketed according to the provisions of this chapter (174) in the county wherein the real estate is, either wityin 20 days next after the date of such judgment, or 15 days before the conveyance of such of said estate to such purchaser". Section 3561 provides: "Every judgemnt shall as soon as docketed be indexed by the clerk in the name of each defendant, and shall not be regarded as docketed as to any defendant ~~xx~~ in whose name it is not so indCxed."

It is not denyed or otherwise contended that Parsons is any other than a purchaser for valuable consideration Nor is there any evidence in this case showing or tending t\_ show that Parsons had actual notice of the existance of the judgements which the commissioner finds are not properly docketed. . He draws his conclusions wholly from the fact that after this amendeed bill was filed, and answer and demurrer made, Pennington with out Parsons Knowledge and consent made and himself had put upon record a deed to M.C. Parsons heirs. The commissioner seems to make the test a race which shall get to the records first, the purchaser or judgement creditor. We think under the statute if at the time of a mans purchase there be a judgement against the vendor not docketed and of the existence of which the purchaser at the time of his purchase had not actual notice, such judgement at that time and at all times afterwards are no liens upon the lands purchased, and a subsequet knowledge, whether the purchaser's deed is of record or not, avails the judgent creditor nothing. His is the first negligence and he must surrer for it if any one.



(2). On page two to enquiry number two under which said commissioner was acting he finds that J.L.Pennington has no other lands other than the 412 acre tract ,on which the various judgemt creditors have liens. We think this finding is in the teeth of of J.L.Pennington's own testimony. He proves while lands have been bought by him in the name of his wife,the principal part of the payments made on such purchases has been with his own labor Your exceptor submits that such a state of facts is sufficient in a court of equity to ~~compel the said J.L.Pennington to first satisfy the claims of the creditors before he can declare the said J.L.Pennington the beneficial owner of the lands purchased by him,and his wife a mere title holder,and that the creditors in this suit shpuld be first compelled to make the wife of the said Pennington a party to this suit,and these lands first disposed of before that of your exceptor.~~

over-ruled



*Summell*  
(4). On page 6 of said commissioner's report he finds that Wm. Pennington should be subrogated to the rights of W.P. Wood for a certain county claim amounting to \$169<sup>80</sup>/<sub>100</sub> with interest from Dec. 24th., 1894. Your exceptor submits that this finding is not supported by the evidence in the case. See page 8 etc of J.L. Pennington's deposition.

*Indemnity*  
(5) Because the Court fails to allow all the costs paid out by the purchaser to wit the Court of sale, and interest on the any of the costs.

L. S. Summell  
Pennington Bros. & Co.  
St. J. Parsons



Stewart & West

vs } Exceptions

H. J. Parsons

Filed March 3 1903  
A. B. Munsey Clk.



T H I S   I N D E N T U R E made this 17th day of December, 1891, between CHARLES E.MALLETT, of Brooklyn, New York, and Ida Beach MALLETT, his wife, parties of the first part, and the POCKET COMPANY, a corporation of the State of Kentucky, party of the second part,

W I T N E S S E T H, that in consideration of the sum of one dollar to them in hand paid and other valuable considerations, the parties of the first part have bargained and sold, and by these presents do grant and convey unto the party of the second part, ALL the right, title and interest of the parties of the first part in and to six certain tracts or parcels of land situate in the district known as the Pocket, in the County of Lee and State of Virginia, and being the same premises conveyed to said Charles E.Mallett by John L.Pennington and Fannie E. Pennington, his wife, by deed dated August 26, 1891, and recorded in the Office of the Clerk of the said County of Lee, September 2, 1891, in Deed Book No.27, at page 217, which said tracts of land contain in the aggregate about 1165 acres and are respectively described in the said deed as follows:

I.    A tract of land conveyed to John L.Pennington by William Kirk and wife September 26, 1889, by deed recorded in Lee County in Deed Book 25, page 467:

Beginning on a poplar a corner in the McCrudy survey, thence with a line of the same S.31 E.123 poles to a Lynn in said survey S.58 $\frac{1}{2}$  W.13 $\frac{1}{2}$  poles to the top of Bradley's ridge N.61 $\frac{1}{2}$  W.12 $\frac{3}{4}$  poles with the top of said ridge as it meanders N.32 $\frac{1}{2}$  W.18 poles, N.46 $\frac{1}{2}$  W.6 poles, N.50 W.10 poles, N.9 $\frac{1}{2}$  W.21 $\frac{3}{4}$  poles, N.51 W.7 $\frac{1}{2}$  poles, N.66 $\frac{1}{2}$  W.13 $\frac{1}{2}$  poles, N.32 W.3 $\frac{1}{2}$  poles, N.57 $\frac{1}{2}$  W.16 $\frac{1}{2}$  poles to



a gum, N.65 W.11 poles to a red oak bush, N.12 W.18 $\frac{1}{2}$  poles to a black oak bush, N.8 W.25 poles to two gums, N.36 E.15 $\frac{1}{2}$  poles to two chestnuts, N.15 E.10 poles, N.20 W.11 poles to black oaks N.18 $\frac{1}{2}$  E.19 poles to a chestnut, N.18 W.7 poles to a point opposite poplar first mentioned, thence with Wm.Pennington's line to the beginning, and containing forty seven and one half acres.

2. A tract of land conveyed to John L.Pennington by James D.Pennington January , 1889, by deed recorded in Lee County in Deed Book 26, page 462:

Beginning on a poplar on the head of the right hand fork of Puckets Creek at the upper end of a field known as the Joel Alsop field, thence running a southeast course square up this ridge to the top of the ridge, thence a north course with the top of the ridge to the top of Bradley's ridge and Jemima Garrett's line to the top of Little Black Mountain and the Kentucky line, thence a west direction with the top of said Mountain and said Kentucky line to opposite the Salt Peter Cave, thence down the Mountain with S.C.Russell's line to a large maple at the foot of the Mountain, thence down a small ridge with said Russell's line (a marked line) to a large coal bank at the forks of the branch, to a spring known as the Joel Alsop Spring, to a chestnut, maple and sassafras, all marked, thence southward a straight line across a ridge and hollow to the top of another ridge to three large chestnuts below what is known as the chestnut house, thence with the crest of said ridge, a marked line, an eastward direction to the upper end of the field heretofore



mentioned, thence down the ridge to a large beech at the branch marked, thence down the branch about one hundred yards to the beginning, and supposed to contain four hundred and eight acres.

3. A tract of land conveyed to John L. Pennington by G.W. Russell November 15, 1888, by deed recorded in Lee County in Deed Book 24, page 173, and by A.M. Goins, Com'r., April 5, 1889, by deed recorded in Lee County in Deed Book 24, page 174:

Beginning at a white oak, sourwood and dogwood on the N.W. bank of Straight creek corner to Mourning Andes dower and with a line of the same N.84 E.8 poles to the Creek, thence up and with the meanderings of the Creek N.47 E.39 poles N.58 E.18 poles, N.29 E.5 poles, N.13 W.23 poles to a corner of G.W. Peters land in said Creek, with two spruce pines standing on the west bank marked as pointers and as a fore and aft, thence up a spur of a ridge N.78 $\frac{1}{2}$  W. 4 poles to a white oak and service bush on the top of said spur, and with the top and meanders of said ridge N. 45 W.14 poles to a double black oak N.16 $\frac{1}{2}$  W.73 poles to a chestnut oak on the top of said ridge, N.45 W.50 poles to a chestnut, marked as a pointer, N.34 $\frac{3}{4}$  W.11 $\frac{1}{2}$  poles to a large black oak and two black oak saplings S.50 W.180 poles to a poplar on Bradley's ridge and corner in the line of the McCrudy survey, S.65 E.190 poles to the beginning, and containing one hundred and eleven acres.

4. Part of a tract of land conveyed to John L. Pennington by William Pennington July 1, 1884, by deed recorded in Lee County in Deed Book 20, page 526:

Beginning on the top of Lone Mountain at two maples, a black



gum and white oak (marked with a knife), thence running a straight line from the top of said Mountain crossing Straight Creek to the top of Bradley's ridge southwestwardly to a Spanish and white oak near the top of the said ridge, thence with the top of said ridge and near a small mound on the top thereof to five sourwoods, a hickory, red oak and wahoo, thence northwestwardly to a black gum near the McCrudy line on the top of a spur of said ridge (eastwardly of Cris. Kirk's field), thence running with said McCrudy line north to a poplar on McCrudy line and corner to Mourning Andes dower line, thence N. 50 E. 180 poles to a large black oak and two black oak saplings, S. 34 $\frac{3}{4}$  E. 11 $\frac{1}{2}$  poles to a chestnut, S. 45 E. 50 poles to a chestnut on the top of a spur of Bradley's ridge, S. 16 $\frac{1}{2}$  E. 73 poles to a double black oak, S. 45 E. 14 poles to a white oak and service bush on the top of said spur, S. 75 $\frac{1}{2}$  W. 4 poles to a corner of G.W. Peter's land to two spruce pines one on the west and <sup>the other on</sup> the east bank of Straight Creek, thence down said Creek about 20 poles to a spruce pine on the east bank of said creek, thence a straight line to the top the ridge to H.A.L. Maness' corner, thence southwestwardly with the meanderings of said ridge to two black oaks near a grave yard, thence eastwardly some ten poles to a large rock, thence with said Maness' line crossing a hollow to a large hickory on the top of a ridge, thence with said Maness' line and up said ridge to the top of Lone Mountain and to Mourning Andes dower line, thence down said Mountain and with said dower line to the beginning, containing three hundred and twenty acres.

A small portion of last described tract, thirteen and three



fourths acres, was deeded to said John L. Pennington by E. L. Parsons by deed bearing date June 26th, 1889, which deed is recorded in deed book 24, page 174.

5. A tract of land conveyed to John L. Pennington by William Pennington February 1, 1890, by deed recorded in Lee County in Deed Book 25, page 464:

Beginning on a poplar in the McCrudy line, thence S. 38 W. 146 poles, N. 41 W.  $13\frac{1}{2}$  poles, N. 28 W. 11 poles, N.  $3\frac{1}{2}$  E. 24 poles, N. 21 W. 30 poles, N.  $12\frac{1}{2}$  E. 19 poles, N.  $4\frac{1}{2}$  W. 10 poles, N. 22 E. 19 poles, N.  $32\frac{1}{2}$  W. 16 poles, N.  $47\frac{1}{2}$  W. 35 poles, N.  $13\frac{1}{2}$  E. 19 poles, N.  $44\frac{1}{2}$  W. 28 poles, north 34 poles, N. 26 W. 29 poles, N. 51 W.  $12\frac{1}{2}$  poles, N. 86 W. 16 poles, N. 27 W. 29 poles, N. 63 W. 20 poles to a small chestnut and three oaks, N. 47 E. 26 poles, N.  $69\frac{1}{2}$  E. 14 poles, N.  $49\frac{1}{2}$  E. 16 poles, S.  $82\frac{1}{2}$  E.  $12\frac{1}{2}$  poles, S. 31 E. 14 poles, S.  $53\frac{1}{2}$  E. 8 poles, S.  $45\frac{1}{2}$  E.  $14\frac{1}{2}$  poles, S. 76 E.  $13\frac{1}{2}$  poles, S.  $69\frac{1}{2}$  E. 27 poles, N. 36  $\frac{1}{2}$  E.  $8\frac{1}{2}$  poles, N.  $46\frac{1}{2}$  E. 20 poles, S.  $86\frac{1}{2}$  E. 36 poles to a chestnut on a high point, S.  $61\frac{1}{2}$  E. 10 poles, S.  $20\frac{1}{2}$  E. 18 poles, S. 77 E. 38 poles to a stake in the McCrudy line, thence S.  $3\frac{1}{2}$  W. 166 poles to the beginning, and containing two hundred and fifty two acres.

6.--A tract of land conveyed to John L. Pennington by Gilbert Thompson:

Beginning at three large chestnuts on the top of a ridge, thence northwestwardly with the meanderings of said ridge to the head of the Chestnut House hollow and to Wm. Kirk's corner, thence down a ridge and with said Kirk's line to a beech, thence a straight line to the beginning, and containing fourteen and one-half acres.



AND ALSO two certain tracts of land situate in Lee County, in the State of Virginia, in the Pocket country, and being the same premises conveyed to said C.E.Mallett by William Pennington and Barbara J., his wife, by deed dated October 10, 1891, and which said last mentioned tracts are severally bounded and described as follows:

I. A tract of land conveyed by D.S.Dickinson, Benj.D.Martin and M.B.D.Lane, Comr.&c., to said William Pennington:

Beginning at a small red oak on the top of the dividing ridge between Big Branch and Coal Bank branch, thence with the top of said ridge N.24 $\frac{1}{2}$  W.11 $\frac{1}{2}$  poles to a chestnut, N.3 $\frac{1}{2}$  E.21 $\frac{3}{4}$  poles to a small red oak bush N.21 W.28 poles, N.12 $\frac{1}{2}$  E.16 $\frac{3}{4}$  poles, N.4 W.10 poles, N. 22 E.19 $\frac{1}{2}$  poles, N.32 $\frac{1}{2}$  W.17 $\frac{1}{2}$  poles, N.49 $\frac{1}{2}$  W.30 $\frac{1}{2}$  poles to a hickory on the top of said ridge, thence leaving the top of said ridge and with the top of another spur or ridge N. 34 W.4 $\frac{3}{4}$  poles to a black gum N.89 $\frac{1}{2}$  W.20 poles to a black gum and white oak, S.47 W.10 poles to a red oak, S.25 W.11 $\frac{3}{4}$  poles to a chestnut, S.7 $\frac{1}{2}$  W.22 poles to a double chestnut, S.3 $\frac{1}{2}$  W.40 poles to a red oak, thence leaving the top of said ridge S.81 W. 33 poles to a poplar on the west side of Coal Bank branch, N.79 $\frac{1}{2}$  W.20 poles to a beech on the west side of Pucket's Creek, S. 62 W.22 poles to a dogwood on a ridge, N.83 $\frac{1}{2}$  W.15 poles to a maple, chestnut and spotted oak on top of a ridge, thence with the top thereof N.41 $\frac{1}{2}$  W.5 $\frac{3}{4}$  poles, N.47 W.12 $\frac{1}{2}$  poles, N.39 W.8 poles, N.30 $\frac{1}{2}$  W.11 $\frac{1}{2}$  poles to a chestnut on the top of said ridge, N.69 $\frac{1}{2}$  W.13 poles to a dead oak, S.84 $\frac{1}{2}$  W.6 $\frac{1}{2}$  poles to a maple, S. 48 $\frac{1}{2}$  W.12 $\frac{1}{2}$  poles to a chestnut oak on top of a ridge, N.70 $\frac{3}{4}$  W.



25 $\frac{3}{4}$  poles to a double chestnut, (John L. Pennington's corner),  
thence continuing with the top of a ridge, S.36 W.10 poles, S.  
76 W.6 $\frac{1}{2}$  poles, N.70 $\frac{1}{2}$  W.16 $\frac{1}{2}$  poles, S.88 $\frac{1}{2}$  W.25 $\frac{1}{2}$  poles, N.50 W.25 $\frac{3}{4}$   
poles, N.38 W.10 poles, N.56 E.6 $\frac{1}{2}$  poles, N.78 E.27 poles, N.33  
E.7 $\frac{1}{2}$  poles to a white oak, N.69 E.12 $\frac{1}{2}$  poles, S.68<sup>68</sup> E.8 $\frac{3}{4}$  poles,  
N.79 $\frac{1}{2}$  E.10 poles, S.73 $\frac{1}{2}$  E.26 poles, thence leaving the top of  
ridge N.20 $\frac{1}{4}$  E, 24 $\frac{1}{2}$  poles to a white oak, poplar, birch and sassa-  
fras on the west bank of Pucket's Creek, thence up same as it  
meanders N.74 W.8 poles, N.63 $\frac{1}{2}$  W.23 $\frac{1}{2}$  poles, N.50 $\frac{1}{2}$  W.17 poles, N.  
38 $\frac{1}{2}$  W.13 $\frac{1}{4}$  poles to a coal bank in said branch, N.52 $\frac{1}{2}$  W.5 poles,  
N.44 W.4 $\frac{1}{2}$  poles to a beech, thence leaving said Creek and with  
a marked line up a haul road, N.58 $\frac{1}{2}$  W.5 $\frac{1}{2}$  poles, N.48 $\frac{1}{2}$  W.12 $\frac{1}{2}$  poles,  
N.63 $\frac{1}{2}$  W.5 poles, N.48 $\frac{1}{2}$  W.13 $\frac{1}{2}$  poles, N.58 W.10 poles, N.51 $\frac{3}{4}$  W.  
14 $\frac{1}{2}$  poles, N.49 W.9 $\frac{1}{2}$  poles, N.52 $\frac{1}{2}$  W.19 $\frac{3}{4}$  poles to a maple on the  
west side of said Creek, N.38 $\frac{3}{4}$  W.14 $\frac{1}{2}$  poles to the salt petre  
cave, N.17 W.40 poles to the top of the Little Black Mountain  
and with the top of same S.78 W.27 poles, S.52 $\frac{1}{2}$  W.19 $\frac{1}{2}$  poles to  
a chestnut on top of said mountain, S.15 W.19 poles, S.22 W.27  
poles to a hickory block and large rock, S.12 $\frac{1}{2}$  E.13 poles, S.10  
W. 14 $\frac{1}{4}$  poles, S.4 $\frac{1}{2}$  E.26 $\frac{1}{4}$  poles, S.36 W.4 $\frac{1}{4}$  poles, S.7 W.29 poles  
to a water oak marked with old marks, thence leaving the top  
of said mountain with old marked line S.69 $\frac{3}{4}$  E.76 poles to two  
chestnut oaks on top of a spur, S.53 $\frac{1}{2}$  W.49 poles to pointers,  
chestnut and chestnut oak, thence with original west line S.38 E.  
21 $\frac{1}{4}$  poles to a stake on the south west side of a branch and on  
the north edge of Loyds Garrett's garden, S.67 E.30 poles to a  
black gum, S.28 E.25 poles to a white oak stump near a grave



yard, S.16 E.22 poles to a beech, dogwood and maple at the head of Ely's creek, and with the same as it meanders S.5 $\frac{1}{2}$  W.14 $\frac{1}{2}$  poles, S.15 $\frac{1}{2}$  W.28 poles, S.39 W.18 $\frac{3}{4}$  poles, S.18 $\frac{1}{2}$  W.15 poles, S.27 W.25 poles, S.10 $\frac{1}{2}$  E.19 $\frac{1}{2}$  poles, S.31 $\frac{3}{4}$  E.16 $\frac{1}{4}$  poles, S.23 $\frac{1}{2}$  E.22 $\frac{3}{4}$  poles, S.38 E.14 poles, S.3 $\frac{3}{4}$  E.8 poles, S.36 E.22 poles, S.28 $\frac{3}{4}$  E.11 $\frac{1}{4}$  poles to a stake in forks of Ely's creek, thence leaving original line N.82 E.145 poles to a chestnut oak and stake on top of ridge and with same, S.14 $\frac{1}{2}$  E.5 poles, S.12 W.12 $\frac{3}{4}$  poles, S.17 $\frac{1}{2}$  E.14 $\frac{1}{4}$  poles, S.42 $\frac{1}{2}$  E.7 $\frac{1}{4}$  poles, S.68 E.4 $\frac{1}{2}$  poles to a maple, N.77 $\frac{1}{4}$  E.7 poles to a stake on the Wynn line and with same, N.23 E.28 poles to pointers, (white oak on the north and poplar on the south side of Lick Branch) N.76 $\frac{3}{4}$  E.152 poles to a cucumber, thence with original line N.40 $\frac{1}{2}$  W.118 poles, N.39 E.96 poles to the top of a spur or ridge and with the same, N.30 $\frac{1}{2}$  W.9 $\frac{1}{2}$  poles, N.43 W.14 $\frac{3}{4}$  poles to the beginning, and containing eight hundred and twenty-four acres.

2. A tract of land being a portion of the Mourning Andes dower land conveyed to William Pennington by John Z. Ely and others:

Beginning at two white oaks on the west side of Puckett's Creek, thence with original line S.50 W.50 poles to pointers, S.22 $\frac{1}{2}$  E.140 poles to a stake and pointers in a hollow, thence leaving original line N.57 $\frac{3}{4}$  E.11 poles to a beech on the west bank of public road, S.86 $\frac{1}{2}$  E.7 poles to a buckeye on the west bank of Straight Creek, S.64 E.18 poles to a black walnut, N.27 $\frac{1}{2}$  E.34 poles to a black oak on the north side of said Creek a corner to Salem Church lot, thence with the meanders of said Creek,



N.60 E. 10 poles east 12 poles opposite a black walnut, thence leaving said Creek N.28 $\frac{3}{4}$  E.64 poles to a stake and pointers on top of a large rock which is on top of Lone Mountain, thence nearly with the top of same N.51 $\frac{1}{2}$  E.60 $\frac{1}{2}$  poles, N.37 E.25 poles to a black gum, N.20 E.42 $\frac{1}{2}$  poles to a stake near an old marked corner, red oak, two black oaks and a sourwood, N.24 W.8 $\frac{1}{2}$  poles to a white oak, N.16 $\frac{1}{2}$  W.26 $\frac{1}{2}$  poles to a burt chestnut, N.18 E. 20 $\frac{1}{2}$  poles to a stake, N.27 $\frac{1}{2}$  E.20 poles to two maples and black gum (John L. Pennington's corner), thence leaving the top of said mountain S.71 W.103 poles to a red oak and white oak on the top of a spur or ridge, thence with the top thereof N.38 $\frac{1}{2}$  W. 20 $\frac{1}{2}$  poles, N.51 $\frac{1}{2}$  W.37 $\frac{3}{4}$  poles, N.22 $\frac{1}{2}$  W.7 $\frac{1}{2}$  poles to four sourwoods, a hickory and cucumber on a point, S.89 W.6 $\frac{1}{2}$  poles, S.78 $\frac{1}{2}$  W.19 poles to a black gum on a line of the McCredia survey and with the same S.31 degrees 5 minutes E.63 poles to a poplar, S.17 W. 21 poles to the beginning, and containing one hundred and seventy acres.

TO HAVE AND TO HOLD, with the appurtenances thereunto belonging, unto the party of the second part, its successors and assigns forever, subject to all the existing liens thereon for unpaid purchase money due to the respective vendors above mentioned, and to all other liens and incumbrances.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

Charles E. Mallett

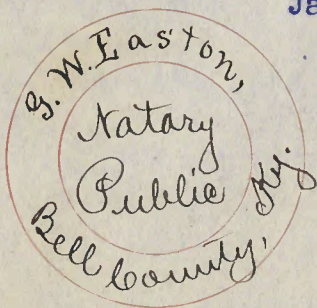
Ida Beach Mallett



State of Kentucky     )  
                              ) to wit:  
County of Bell,         )

I, G.W.Easton, a Notary Public for the County aforesaid, in the State of Kentucky do certify that Charles E.Mallett, whose name is signed to the writing above, bearing date on the 17th day of December, 1891, has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal the 27th day of  
January, 1892.



G.W.Easton,  
Notary Public.

State of Georgia     )  
                              ) to wit:  
County of Muscogee    )

I, D.F.Wilcox, a Notary Public for the County aforesaid, in the State of Georgia do certify that Ida Beach Mallett, wife of Charles E.Mallett, whose name is signed to the writing above, bearing date on the 17th day of December, 1891, has acknowledged the same before me in my County aforesaid.

GIVEN under my hand and official seal the 4th day of Feb'y,  
1892.



D. F. Willcox,  
Notary Public.



Virginia, Lee County, to-wit:

I, B.M.Morgan, clerk of the County Court for said County of Lee, in the State of Virginia, do certify that L.T.Hyatt this day came personally before me in my county and office and made oath that the foregoing is a true copy of what purports to be an original deed from Charles E.Mallett and Ida Beach, his wife, to the Pocket Company, a corporation, dated 17th day of December, 1891; that he made said copy from said original; and that since making the said copy, he has carefully compared it with the said original deed and finds it to be a true copy.

Given under my hand this the 19th day of February, 1901.

B.M.Morgan, clerk.



~~~~~  
Charles E Mallett et al

Lo { Deed

Pocket Company-  
~~~~~

~~copy~~  
~~~~~

W. P. M. Stewart et als  
Admrs &c.

vs { Du Chy.

J. L. Pennington et als.  
~~~~~

Exhibit No. 6. with  
plffs Bill.



THIS DEED made this 27th day of November 1883, by and between William Pennington and Barbary Jane Pennington his wife, of the one part and George W. Hughes of the other part, all of Lee County Virginia;

Witnesseth; that for and in consideration of certain land to be conveyed to said William Pennington by George W. Hughes pursuant to a written agreement entered into between them on the 11th day of August 1883, in the chancery cause then pending in the Circuit Court of Lee County, Va., in which said Pennington et al, were plaintiffs, and said Hughes et als, defendants, the said William Pennington, and Barbary Pennington his wife, do hereby grant and convey with covenants of general warranty unto the said George W. Hughes two certain lots or parcels of land known and designated on the plat and in the report of the Comts., who partitioned the lands in said chancery cause, as lots Nos. 1 & 7 except so much of lots No. 1 as lies west of a line running west of a corner mentioned in said report and plat as three beeches on the Bob Branch, N. W. poles with the fence to where said fence turns westward and thence a strait line to the top of the Lone Mountain to two black oaks spanish oak and sourwood marked as a corner by said Pennington and Robert Garrett leaving said fence on said Penningtons side. To have and to hold the said two lots or parcels of land together with the appurtenances thereunto belonging except the reservation above mentioned, unto the said George W. Hughes and his heirs forever.

Witness the following signatures and seals, the day and date above written.

William Pennington (Seal)

Barbary Pennington (Seal)

Virginia, Lee County to-wit:

I, V. H. Kelly, Commissioner in Chancery in & for the aforesaid County and State do certify that William Pennington whose name is signed to the within deed bearing date Nov. 27th 1883, personally appeared before me in my County aforesaid, and acknowledged



that his signature was genuine & true. Given under my hand this Jan. 3 1884 & Barbary Pennington wife of William Pennington whose name is signed to the within deed bearing date November the 27th 1883, personally appeared before me and having this deed fully explained to her privately and apart from her husband acknowledged that she had willingly executed the same and does not wish to retract it. Given under my hand this January 3rd 1884.

V. H. Kelly, Comr.

Virginia, Lee County Court Clerks Office the 13th day of Feby. 1884, the foregoing deed bearing date the 27th day of November 1883, between William Pennington and Barbary J. Pennington his wife of the first part and George W. Hughes of the second part all of Lee County Va., was this day filed in this office and admitted to record upon the certificate of V. H. Kelly, a commissioner in chancery for the County Court of Lee County Virginia.

Teste: John R. Gibson, Clerk.

A Copy, Teste: H. H. Ewing Clerk.

(D. B. No. 20 page 391 &c)



Wm Pennington receipt  
To  $\frac{1}{2}$  Dred  
Geo. W. Hughes

Ind. No. 80 Page 501

copy

Clarke 50¢

Teste: John P. Gibson, Clerk.

Sherriff for the County Court of Lee County Virginia.

It is recored upon the certificate of V. H. Kelly, a counsel at law in  
of Lee County Va., and this day filed in this office and admitted  
wife of the first part and George W. Hughes of the second part all  
1882, between William Pennington and Barbara J. Pennington his  
1882, the foregoing deed bearing date the 27th day of November  
Virginia, Lee County Court Clerk Office the 12th day of Feb'y.

V. H. Kelly, Clerk.

It is Given under my hand this 12th day of Feb'y 1883.

of Lee County Virginia and does not intend to sell or  
of her privately and give from her husband acknowledged that  
1882, personally appeared before me and having this deed fully explain-  
name is signed to the within deed bearing date November the 27th  
Jan. 2 1883 a Barbara Pennington wife of William Pennington whose  
that his signature was genuine & true. Given under my hand this



Wm Pennington wife

To { Deed

Geo. W. Hughes

Copy

(3)

Exhibit No. "2."

Stewart & West Adams  
v { In Chancery  
J. L. Pennington et al

Clerk 50¢



THIS DEED made this 28th day of November 1883, between George W. Hughes and Mary L. Hughes his wife, of the first part, and John L. Pennington of the second part, all of the County of Lee and State of Virginia; Witnesseth, that in consideration of certain land conveyed by William Pennington and wife to said George W. Hughes by deed dated November the 27th 1883, the receipt of which is hereby acknowledged, the said George W. Hughes and wife by the direction of William Pennington do by these presents, give, grant, bargain, sell, and convey unto said John L. Pennington a certain piece parcel or tract of land lying and being in said County of Lee and on the waters of Sand Lick a branch that runs into the North Fork of Powells River, and is a part of lot No. 2 assigned said Hughes by Commissioners in the chancery cause of John L. Pennington & others against said Hughes and others, and the land hereby conveyed or intended to be conveyed is that part of said lot No. 2 which lies east and North of a line beginning at a point on the line on the top of Lone Mountain at a point near (B) on the plat of said Commissioners and thence along the top of the ridge dividing the waters of said Lick Branch from Laurel Branch a southeastward direction with the top of said ridge, to where the line E W on said plat crosses the top of said ridge,

To have and to hold all of said Lot No. 2 lying east and North of the line before designated unto the said John L. Pennington and his heirs forever, and the said Hughes and wife covenant that they will warrant generally the title of the land hereby conveyed.

Witness the following signatures and seals,

his  
George W. x Hughes (Seal)  
mark  
her  
Mary L. x Hughes (Seal)  
mark

Virginia, Lee County to-wit:

I, Henry J. Morgan, a Commissioner in Chancery of the Circuit Court of Lee County, the same being a Court of record do certify



certify that George W. Hughes and Mary L. Hughes his wife, whose names are signed to the foregoing deed bearing date Nov. 28th 1883, each personally appeared before me in the said County, and acknowledged said writing to be their act and deed and Mary L. Hughes wife of said George W. Hughes being examined by me privily and apart from her said husband and having the deed aforesaid read to and explained to her declared that she had willingly signed and executed the same and did not wish to retract it.

Given under my hand this 28th day of November 1883.

Henry J. Morgan, Comr.

Virginia Lee County Court Clerks office the 28th day of Dec. 1883.

The foregoing deed bearing date Nov. 28th 1883, between George W. Hughes and Mary L. his wife of the first part and John L. Pennington of the second part, all of Lee County Va., was this day admitted to record upon the certificate of Henry J. Morgan a Commissioner in Chancery of the Circuit Court of Lee County Va.

Teste: John R' Gibson, Clerk.

A Copy, Teste: J. H. Ewing Clerk.

(D. B. No. 20 page 341 &c)



Geo. W. Hughes & wife  
To { Deed  
John L. Pennington

Copy

Clute 584



Geo. W. Hughes & wife  
To 3  
John L. Pennington

copy

(4)

black for 50¢

Exhibit No. "3"

West & Stewart, Adams.  
r & Lu Chy  
J. L. Pennington et al



THIS DEED made and entered into this 8th day of May 1884, by and between Martha Pennington and Daniel S. Reasor, Elizabeth his wife, of the County of Lee and State of Virginia, of the one part, and William Pennington of the County and State aforesaid, of the other part;

Witnesseth; That for and consideration of the sum of Two hundred dollars, cash in hand paid, one hundred dollars of which is paid to the said Martha Pennington, and the other hundred dollars is paid to the said Daniel S. Reasor, the receipt of which is hereby acknowledged, the said Martha Pennington and Daniel S. Reasor and wife have this day bargained and sold and by these presents conveys unto the said William Pennington the following described tracts or parcels of land being the divided interest of the said Martha Pennington and Amanda Reasor wife of John J. Reasor formerly Amanda Pennington in a tract of land owned by Thomas Pennington deceased, and which descended to his heirs and is a part of the lands which were partitioned in the chancery cause of William Pennington & others against George W. Hughes & others, being lots No. 9 & 10, 3 & 4 in said partition and were assigned in said partition to John L. Pennington and by him transferred to the said William Pennington and bounded as follows to-wit: Beginning at a white oak on the east bank of Sand Lick Branch corner on the plat and partition N 12 E 33 poles to a red oak on the point of a spur N 20 E 11 poles to a chestnut oak N 23 E 16 poles to a small hickory chestnut, white oak and sourwood, corner to lot No. 6 assigned to the unknown heirs of Daniel Garrison and with lines of same along the top of a ridge, N 77 E 33 poles N 58 1/2 E 9 poles N 66 E 32 poles N 47 1/2 E 16 poles ~~a~~ gum and two small black oaks thence S 49 1/2 E 22 poles S 82 E 36 poles to a broken chestnut oak gum and chestnut on a high knob S 28 E 35 to a chestnut and gum on a point corner of Lot No. 3 thence S 7 E 30 poles to a stake E 10 poles S 80 E 25 poles E 5 1/2 E 12 poles S 29 1/2 E 16 1/2 poles to two small black oaks and chestnut S 88 W 20 poles S 75 W 31 poles S 73



W 36 poles S 47 W 13 poles S 26 W 6 poles S 61 1/2 W 10 poles to gum and chestnut on top of a ridge S 4 E 28 poles to four spanish oaks on a point of a spur S 20 E 64 poles to a white oak S 13 E 15 poles to a spruce pine and chestnut on the bank of the North Fork thence with the line of Lot No. 10 reversed S 33 E 61 poles to a stake S 71 W 122 poles along the top of three Fork ridge to a stake letter R, on the plat, N 10 W 30 poles to the road and a stake a line of lot No. 2 N 74 E 25 poles to a spruce pine on the South edge of the road corner to Lots No. 2 and 3 thence N 12 W 250 poles to the beginning, containing 248 acres be the same more or less.

To have and to hold to him the said William Pennington and his heirs forever, and the said Martha Pennington and Daniel S. Reasor warrant generally the land hereby conveyed.

Witness the foregoing signatures and seals, this the day and date first above written.

Mattie Pennington (Seal)

Daniel S. Reasor (Seal)

Elizabeth P. Reasor (Seal)

Virginia, Lee County to-wit:

I, John A. G. Hyatt, Commissioner in Chancery for Lee County Court do hereby certify that Mattie Pennington, Daniel S. Reasor and Elizabeth P. Reasor whose names are signed to the foregoing deed bearing date on the 8th day of May 1884, personally appeared before me in my County aforesaid, and signed and each acknowledged the same to be their act and deed for the purposes therein stated. And the said Elizabeth P. Reasor wife of the said Daniel S. Reasor being examined by me privily and apart from her said husband and having the aforesaid writing fully explained to her, she, the said Elizabeth P. Reasor declared that she freely and willingly executed the said deed and that she does not wish to retract the same.

Given under my hand this the 13th day of June 1884.

J. A. G. Hyatt, Comr.



Virginia, Lee County Court Clerks Office, the 16th day of Dec. 1884.

The foregoing deed bearing date May the 8th 1884, between Mattie Pennington, Daniel S. Reasor & Elizabeth P. Reasor his wife parties of the first part, and William Pennington party of the second part all of Lee County Virginia, was admitted to record upon the certificate of J. A. G. Hyatt, a commissioner in chancery for the County Court of Lee County Virginia.

Teste: John R. Gibson Clerk.

A Copy, Teste: J. H. G. Ewing Clerk.  
(D. B. No. 21 page 30 &c)



Martha Pennington et al  
To & Deed  
William Pennington

Copy

Clark 754

A copy, tested: \_\_\_\_\_ clerk.

(D. H. No. 21 Page 20 no.)

Tested: John H. Gibson clerk.

for the county court of Lee County Virginia.

Martha Pennington, Daniel E. Pearson & Elizabeth P. Pearson his wife  
The foregoing deed bearing date May the 21st 1884, between

Virginia, Lee County Court Clerk's Office, the 18th day of Dec. 1884.



Martha Pennington et al  
To & Decd

William Pennington

Copy

"Exhibit No. 4"

(5-)

Clerks 75¢

Stewart & West, Adams.

r { Luchy.

J. H. Pennington et al



James D. Pennington Trust deed to ) Wheeland's Foundry & Machine works  
J. I. McClaskey, Trustee.

State of Virginia, County of Lee:

This indenture, made and entered into this the 6th day of February A. D. 1893, by and between James D. Pennington, the party of the first part, J. I. McClaskey as Trustee party of the second part: and Wheeland's Foundry & Machine Works Manufacturer, of the City of Chattanooga, County of Hamilton, in the State of Tennessee, of the third part:

Witnesseth, that the first party for the consideration herein-after stated and the sum of one dollar to him in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey to the said second party, his successors or successors or their assigns, all the right, title, claim or interest of said party of the first part in and to the following property to-wit:  
One forty H. P. Wheland Engine 12 x 14 cylinder <sup>Center</sup> crank style complete with governor and all fittings and fixtures connections &c &c also one 40 H. P. Stationary Tubular boiler 44" diameter with 46 tubes 3" diam., and 14 feet long all furnace irons, grates, whistles injector, smoke-stack steam & water guages and steam and water pipes complete, said engine and boiler is located at Pennington Gap Virginia, also (380) A., three hundred and eighty acres of timber land in Lee County Virginia, described as follows; lying on the North Fork of Powells River in Lee County Virginia, and in the Pocket Country and adjoining the lands of George D. Hughes William Pennington and A. N. Pennington.

To have and to hold said property together with all the appurtenances thereunto belonging and all the improvements that may be afterwards attached or added thereto. But this conveyance is made IN TRUST however, for the following purposes to-wit: The said first party is justly indebted to the said third party in the sum of Seven hundred dollars (\$700.00) dollars, evidenced by his several promis-



sory notes or contracts, as follows, to-wit:

One for the sum of Two hundred dollars, dated the 6th day of February A. D. 1893, and due and payable on the 1st day of May A. D. 1893, one for the sum of \$200.00 dated the 6<sup>th</sup> day of Feb. A. D. 1893, and due and payable on the 15th day of July A. D. 1893, one for the sum of \$200.00, dated the 6th day of Feb. A. D. 1893, and due and payable on the 1st day of Nov. 1893, one for the sum of \$100.00 dated the 6th day of Feb. A. D. 1893, and due and payable on the 15th day of Dec. A. D. 1893, with interest on each from March 1st 1893, at the rate of 6 per cent per annum until paid, and to more effectually secure and make certain the payments of the said promissory notes or contracts as hereinabove described this conveyance is executed. Now if the said first party shall pay off and discharge said notes as they respectively fall due together with all the <sup>interest</sup> accrued thereon and the costs of executing and recording this conveyance then the same shall be void and of no effect. But if default shall be made in the payment of the said promissory notes or contracts, or either of them or any part thereof of either of them as they shall respectively and successively fall due as hereinabove provided then and in that event each and all of said notes, whether due or not, according to the tenor or effect thereof shall be taken and considered as due, payable and collectible from the date of such default. And the said second party, his successor or successors shall at the request of the said third party, his assigns or personal representatives with or without first taking possession of the said property, and with or without having it present at day of sale, and after having given thirty days notice of time place and terms of sale by posting notices thereof, in at least three public places in the County and State wherein said property is situated, proceed to sell the same to the highest and best bidder and purchasers for cash at the place named in such notice, and apply the proceeds <sup>arising</sup> ~~deriving~~ therefrom, first to the payment of preparing and recording this instrument. Second, to the



payment of two and one half percent commission s thereon to said trustee or his successors, and the necessary expenses incurred by him in executing said trust, which shall also include reasonable attorneys fee by him incurred. Third, to the payment of said promissory notes or indebtedness herein secured, and the overplus if any then to be paid to the said first parties or whoe ver may be entitled to the same. And in the event of a sale of the said property by said trustees he shall make as good and valid a title to the same as the first and third parties could now make, it is further understood and agreed between the parties hereto that the said first party is to retain possession of said property until default in the payment of one or either of said notes, and that the said first party or assigns or personal representatives are hereby granted the right, power and privilege at any time at their option to appoint another trustee in the place of the said J. I. McClaskey to carry out and execute the trust and to change the said trustee as often as said third party may so desire, which appointment may be in writing and exhibited at the said sale in the event of a sale thereof. And the said first party hereby waives and relinquishes all right of redemption and consents that the purchaser in the event of sale of said property, or any part thereof, take a perfect and indefeasible title in and to the same,

In testimony whereof the first party hereunto set his hand and seal, the day and year first above written.

James D. Pennington (seal)

The State of Virginia

) ss:

Lee County

I, W. K. Hopkins a Notary Public in and for the County and State aforesaid, hereby certify that James D. Pennington whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the within conveyance, he executed the same voluntarily on the day same the same bears date. Given under my hand this the 11th day of



Feby. A. D. 1893.

W. K. Mopkins N. P. (Seal)

State of Virginia, Lee County to-wit:

In the Office of the Clerk of the said County, the 1st day of March 1893, this deed of trust was presented, and together with the certificate thereto annexed, admitted to record.

Teste: John R. Gibson Clerk.

A Copy, Teste: *J. H. Ewing* Clerk.

(D. B. No. 28 page 388)



Jas. D. Pennington  
To & Deed Trust  
J. D. McClasky Trustee

copy

Clk to \$100

A copy, Teste: \_\_\_\_\_

(D. H. No. 28 Page 288)

Clerk.

The certificate thereto annexed, admitted to record.

of March 1893, this deed of trust was presented, and together with

In the office of the clerk of the said County, the 1st day  
State of Virginia, Lee County to-wit:

W. K. Hopkins H. P. (Seal)

Copy. A. D. 1893.



Gas O. Cunningham  
To & Deed Trust  
J. I. McClaskey Trustee

Copy

Exhibit No 7"

Clerk \$150



This deed made this 16th day of August 1897, by and between G. W. Blankenship Trustee of the first part, and W. H. Pennington of the second part, both of Lee County Virginia:

Witnesseth; that the party of the first part doth hereby convey to the party of the second part, with covenants of special warranty for and in consideration of the sum of One hundred and seventy eight dollars and twelve cents, \$33.12 paid in cash, and \$145.00 paid in and by George Wallen assignee of Wheelands Foundry and Machine the following tract or parcel of land, lying and being in Lee County Virginia, on the North Fork of Powells River, is said County in the Pocket County and adjoining the lands of Geo. D. Hughes, Wm Pennington and A. M. Pennington, which land was conveyed by James D. Pennington to J. I. McClaskey, Trustee &c., which deed is of record in the Clerks Office of the County Court of Lee County, Virginia in Deeb Book 28, page 388, to which reference is here made for further description.

Witness the following signature and seal, the day and date first above written.

George W. Blankenship (Seal)  
substituted Trustee.

Virginia, Lee County to-wit:

I, E. W. R. Ewing, a Notary Public, in and for the County aforesaid, do hereby certify that G. W. Blankenship, substituted trustee, this day personally acknowledged the above deed before me in my County aforesaid. Given under my hand this August 16th 1897.

E. W. R. Ewing, N. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 16th day of August 1897. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. T. Ewing Clerk.

(D. B. No. 34 page 23 &c)

works, and a receipt of said amount for \$145.00



A copy, Teste:

Clerk.

Teste: S. V. T. Richmond, Clerk.

with the certificate thereto annexed, submitted to record.

The 1st day of August 1897, this deed was presented, and together

in the Office of the Clerk of the County Court for said County, Virginia, Lee County to-wit:

E. W. R. Ewing, M. P.

In my County aforesaid. Given under my hand this August 1st 1897.  
Trustee; this day personally acknowledged the above deed before me  
aforesaid, do hereby certify that G. W. Blankenship, substituted  
I, E. W. R. Ewing, a Notary Public, in and for the County  
Virginia, Lee County to-wit:

Substituted Trustee.

George W. Blankenship (seal)

Witness the following signature and seal, the day and date  
Further description.

G. W. Blankenship Trustee  
To & David  
W. H. Pennington

Copy  
Clark 207

In Book 28, Page 288, to which reference is here made for  
in the Clerk's Office of the County Court of Lee County, Virginia  
nineteen J. I. McClanahan, Trustee do., which day is of record  
on and A. M. Pennington, which land was conveyed by James D. Pen-  
nington and adjoining the land of Geo. D. McKee, the Penning-  
ton tract on the North Fork of Powell's River, in said County in the  
the following tract or parcel of land, lying and being in Lee County  
and by George Wallen as witness of Wheelands Pounding and  
and is consideration of the sum of one hundred and seventy  
to the party of the second part, with covenants of special war-  
Witnesseth; that the party of the first part both hereby convey  
of the second part, both of Lee County Virginia:  
G. W. Blankenship Trustee of the first part, and W. H. Pennington  
This deed made this 1st day of August 1897, by and between



G. W. Blankenship Trustee

To J. D. Dred

W. H. Pennington

Copy

Exhibit No. 8.

Clark 30f



THIS DEED made this the 16th day of August 1897, by and between W. H. Pennington party of the first part, and Joshua Moore, both of Lee County State of Virginia;

Witnesseth, that for and in consideration of the sum of two hundred and fifty dollars of which two hundred and ten dollars has been paid, and a vendors lien is hereby retained for the balance of \$40.00 the party of the first part doth hereby convey to the party of the second part, with covenants of general warranty, the following tract of parcel of land lying in Lee County Virginia, on the North Fork of Powells River, or waters thereof being on what is known as Sand Lick Branch in the Pocket Country, and bounded as follows to-wit: Beginning on a corner of J. N. Redwine and M. A. Carter wahoo corner in the forks of the branch near John M. Carters house, thence S. 81 E 16 poles to a ~~bibch~~ S 87 E 31 poles to a birch and maple on the S. side of the branch, S 51 E 60 poles to a black gum corner of L. G. Johnson and A. N. Pennington thence Eastwardly up a ridge with A. N. Penningtons line to a single chest-nut oak on top of a nole on top of a ridge that divides the waters of Sand Lick Branch and Rock Lick Branch said oak is ~~marked~~ with an ax and a knife as a corner tree thence westwardly down a spur to two black gums and a maple marked with a knife as a corner thence down said ridge so as to include all the slope or water drain of Big Hollow and divides the same equally as composed with the hollow on the north side to the beginning,

To have and to hold forever. Witness the following signatures and seals, the day and date first above written.

Being 80 acres more or less and the cole right of F. A. Stratton is hereby excepted.

W. H. Pennington (Seal)

Virginia, Lee County to-wit:

I, S. V. F. Richmond, Clerk of the County Court for said County, in the State of Virginia, do certify that W. H. Pennington,



whose name is signed, to the foregoing writing bearing date on the 16th day of August, 1897, has acknowledged the same before me in my County afore said. Given under my hand this 16th day of August 1897.

S. V. F. Richmond, Clerk.

Virginia, Lee County to-wit:

In the office of the Clerk of the County Court for said County, the 16th day of August 1897. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. Ewing Clerk.  
(D. B. No. 34 page 30 &c)



W. H. Huntington  
To of Dred  
Joshua Moore

copy

Cost 50¢

(D. R. No. 34 Page 30 &c)

A copy, Teste:

Clerk.

Teste: S. V. P. Richmond,

Clerk.

Record.

and together with the certificate thereto annexed, submitted to  
County, the 18th day of August 1897. This deed was presented,

in the office of the Clerk of the County Court for said

S. V. P. Richmond,

Clerk.

August 1897.

IN W. COUNTY STATE SAID. Given under my hand this 18th day of  
the 18th day of August, 1897, has acknowledged the same before me  
whose name is signed, so the foregoing writing bearing date on



W. H. Pennington  
To & Dred  
Joshua Moore

Copy  
Exhibit No. 9.

Clerk 50¢



THIS DEED made this the 16th day of August 1897, by and between W. H. Pennington party of the first part, and Mary C. Witt party of the second part, all of Lee County Virginia;

Witnesseth, that for and in consideration of the sum of Two hundred and five dollars (\$205) the receipt of which is hereby acknowledged, the said party of the first part hereby grants, bargains, sells, and conveys unto the said party of the second part, the following tract or parcel of land lying and being in Lee County, Virginia, on what is known as the Sand Lick in the Pocket Country bounded and described as follows; Beginning on a beech at the lown part of the road leading from the North Fork to the Big Branch, near J. N. Redwines corner thence a straight line to a black pine chestnut and oak on top of a spur, thence with the meanderings of the spur to the top of Lone Mountain, to the Dan Martin line thence with the Dan Martin line to the Garrison line thence with the Garrison line to J. N. Redwines line thence with Redwines line with the meanderings of a spur to a black gum Redwines corner, thence down the branch with Redwines line to the beginning, containing 50 acres be the same more or less.

To have and to hold said tract or parcel of land unto the said party of the second part, and her heirs forever. And the said party of the first part hereby covenants with the said party of the second part that he will warrant generally the title to the tract of land hereby conveyed and further covenants that he will execute such other assurance to the same as may be necessary and that he has done no act to encumber the same and that he has good right to convey the same.

Witness the following signature and seal, this August 16th 1897.

W. H. Pennington (Seal)

Virginia, Lee County to-wit:

I, E. W. R. Ewing, a Notary Public, in and for the County aforesaid, do hereby certify that W. H. Pennington this day personally appeared before me in my County aforesaid, and acknowledged the above deed, dated August the 16th 1897, Given under my hand



this August 16th 1897.

E. W. R. Ewing, (Seal)

Notary Public.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 16th day of August 1897. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. E. Ewing Clerk.

(D. B. No. 33 page 383 &c)



W. H. Pennington  
To / Dred  
Mary C. Witt.

copy

Clarke 504

(D. B. No. 25 Page 282 80)

A copy, tested: \_\_\_\_\_ Clerk.

Teste: S. V. P. Richmond, Clerk.

Testimony with the certificate thereto annexed, admitted to record.  
County, the 18th day of August 1897. This deed was presented, and

In the office of the Clerk of the County Court for said  
Virginia, Lee County to-wit:

Notary Public.

E. W. H. Swine, (Seal)

This August 18th 1897.



W. H. Pennington  
To & Deed  
Mary C. Witt

copy

Exhibit No. 10.

Clarke 508



THIS DEED made this the 16th day of March A. D. 1898, by and between J. F. Witt and Mary C. Witt his wife, of the one part, and L. S. Carter, of the second part, all of the County of Lee and State of Virginia,

Witnesseth; that for and in consideration of the sum of Three hundred dollars in hand paid, the receipt which is hereby acknowledged the said party of the first part hereby doth grant, bargain, sell and convey unto the said party of the second part the following tract of parcel of land lying and being in Lee County, Virginia, on what is known as Sand Lick in the Pocket Country bounded and described as follows; Beginning on a beech at the lower part of the road leading from the North Fork to the Big Branch near J. N. Redwines corner, thence straight line to a black pine, chestnut and oak on top of a spur, thence with meanderings of spur to the top of Lone Mountain to the Dan Martin line thence with the Dan Martin line to the Garrison line thence with said Garrison line to J. N. Redwines line thence with J. N. Redwines line with meanderings of the spur to a black gum Redwines corner, thence down the branch Redwines line to the beginning, containing fifty acres be the same more or less.

To have and to hold the said tract or parcel of land unto the said party of the second part, forever. And the said party of the first part hereby covenants with the said party of the second part to warrant generally the title to the tract of land hereby conveyed with all its appurtenances.

Witness the following signatures and seals, this the 16th day of March 1898.

J. F. Witt                    (Seal)  
her  
Mary C. x Witt            (Seal)  
mark

Virginia, Lee County to-wit:

I, Rees Gillespie, a Justice of the Peace for the County



aforesaid, in the State of Virginia, do certify that J. F. Witt and Mary C. Witt, whose names are signed to the writing above bearing date on the 16th day of March 1898, have acknowledged the same before me in my County aforesaid.

Given under my hand this 16th day of March 1898.

Rees Gillespie, J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 15th day of August, 1898. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: *H. F. Fanning* Clerk.

(D. B. No. 34 page 241 &c)



*J. F. Wittor wife  
To & Dred  
L. S. Carter*

*copy*

*Clarke 50¢*

(D. D. No. 24 Page 241 80)

A copy, teste: \_\_\_\_\_ Clerk.

teste: H. V. F. Richmond, Clerk.

Record.

and together with the certificate thereto annexed, admitted to  
County, the 12th day of August, 1888. This deed was presented,

In the Office of the Clerk of the County Court for said  
Virginia, for County Court.

Worn Officiaries: J. F.

Given under my hand this 12th day of March 1888.

Teste me in my County aforesaid.

date on the 12th day of March 1888, have acknowledged the same be-  
Mary C. Witt, whose names are signed to the writing above bearing  
aforesaid, in the State of Virginia, do hereby list J. F. Witt and



J. F. Witt & wife  
to } Deed

L. S. Carter

Copy  
Exhibit no. 11.

clerk 50¢



THIS DEED, made and entered into this 28th day August 1897, by and between W. H. Pennington party of the first part and James R. Reynolds party of the second part, and all of Lee County Virginia;

Witnesseth; that for and in consideration of the sum of Seventy five dollars in hand paid, the receipt of which is hereby acknowledged, the said party of the first part, doth grant, bargain, and sell convey and deliver unto the said second party all of a certain tract or parcel of land lying and being in Lee County Virginia, and on the Sand Lick Creek in the Pocket County and bounded and described as follows to-wit: Beginning on a beech on the east bank of Sand Lick Creek thence N. E. with J. F. Witts line to two black pines and a chestnut on top of a point thence with said Witts line to top of dividing ridge, between the Sand Lick and Rock Lick creeks, to a chestnut oak and chestnut in D. W. Martins corner thence with the meanders of said ridge and the said D. W. Martins line eastwardly or southeastwardly to a chestnut oak and chestnut on A. N. Penningtons corner thence S. with the said A. N. Penningtons line meanders of said ridge, to a chestnut oak on top of a ridge, thence S. W. with Joshua Moor's line to two white oaks and gum thence with the meanders of point and the said Moor's line to a beech thence N. W. to a beech on Sand Lick road, thence west with the said road to the beginning, the said tract or parcel of land being a part of the 380 tract sold under a deed of trust by Orr & Blankenship trustees, of the lands of J. D. Pennington to satisfy a deed of trust in favor of The Wheeland Foundry & Machine Works, of Chattanooga Tennessee, and purchased by the said W. H. Pennington, and to whom the said Orr & Blankenship Trustees as aforesaid, executed a deed, and to which deed reference is made for a more particular description, the said tract or parcel of land to contain 40 or 50 acres more or less.

To have and to hold unto the said James R. Reynolds and his heirs with all the appurtenances thereunto belonging forever. The said first party warrants generally the title to said tract



or parcel of land and will defend the same against the claims of all parties whatsoever.

Witness the hand and seal, of the said first party on the day and date first above written.

W. H. Pennington (Seal)

Virginia, Lee County to-wit:

I, J. S. Garrison, a Justice of the Peace in and for the County and State aforesaid, do hereby certify that W. H. Pennington whose name is signed to the above writing bearing date of August 28th 1897, has acknowledged the same before me in my County aforesaid. Given under my hand this 24th day of September 1897.

James S. Garrison J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County the 21st day of September 1897, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: J. H. T. Ewing Clerk.

(D. B. No. 34 page 3 & c)



W. H. Pennington  
Toz Dred  
Gas. R. Reynolds

Copy, Date:

(D. B. No. 14 Page 240)

Clerk.

copy

Ch. 16 50R

Confer: G. V. P. Richmond, Clerk.

the certificate thereto annexed, admitted to record.

the first day of September 1887, this deed was presented, and together

in the Office of the Clerk of the County Court for said County  
Virginia, Lee County so-wit:

James Garrison J. P.

said, given under my hand this 24th day of September 1887.

1887, I have acknowledged the same before me in my County afore-

whose name is signed to the above writing bearing date of August

County and State aforesaid, do hereby certify that W. H. Pennington

J. P. & Garrison, a Justice of the Peace in and for the

Virginia, Lee County so-wit:

W. H. Pennington (Seal)

the day and date first above written.

Witness the hand and seal, of the said first party on  
all parties whatsoever.

or parcel of land and will defend the same against the claims of



W. H. Pennington  
To { Dred  
Jos. R. Reynolds

Copy  
Exhibit No. 12.

Cost 50¢



THIS DEED made and entered into this the 4th day of September 1897, by W. H. Pennington, John M. Carter and Mary A. his wife parties of the first part and Joshua Moore party of the second part: and all of Lee County.

Whereas, that said <sup>Carter</sup> parties have heretofore owned, the hereinafter described lands, which was sold under a deed of trust, made by J. D. Pennington to G. W. Blankenship trustee, and whereas, the said W. H. Pennington bought in the same at a sale made by the trustee, now in consideration, of the sum of three hundred and fifty dollars, two hundred and fifteen dollars in hand paid, and the residue to be paid in one and two years, from this date without interest, for which a vendors lien is reserved the said parties of the first part, do and each of them doth hereby give, grant, bargain and sell unto the said second party, with covenants of general warranty, the following described tract or parcel of land, lying and being in Lee County on the waters of Sand Lick and bounded as follows to-wit: Beginning at a black gum on the top of the ridge, corner to L. G. Johnson land N 70 W 7 poles to a chestnut thence S 57 W 24 poles to a chestnut and hickory corner to said L. G. Johnson land thence S 30 W 17 poles to a white oak and black jack thence S 50 W 28 poles to a stake and rock thence S 45 W 8 poles poles to a double maple by the road corner to said Johnsons land, thence N 53 W 23 poles to a stake in the branch thence N 1 W 17 poles to a stake in the branch thence N 47 1/2 W 11 poles to Barnett and Redwine corner at the mouth of Barnett branch thence with said Redwines line N 8 1/2 E 52 1/2 poles to a rock & wahoo the mouth of Carter branch thence S 81 E 18 poles to a birch and 87 E 31 poles to a stake at a beach and maple on the south of the branch S 51 E 60 poles to the beginning.

To have and to hold the said boundary of land together with all its appurtenances unto the said second party and his heirs and assigns forever, and said tract of land supposed to contain 35 acres more or less. And the said first parties do and each of



them doth hereby covenant with the said second party that they will warrant generally the title to the said tract of land that they have lawful authority to convey the same that the said tract of land is free from all incumbrances and that they will execute all other and further assurances of title as they may be required to execute, to make the title thereto sure and complete.

Given under our hands and seals, this the day and year first above written.

W. H. Pennington (Seal)  
his  
John x M. Carter (Seal)  
mark  
her  
Mary x A. Carter (Seal)  
mark

Virginia, Lee County to-wit:

I, J. S. Garrison a justice of the peace in and for the County and State aforesaid, do hereby certify that W. H. Pennington, John M. Carter and Mary A. Carter whose names are signed to the writing above bearing date on the 4th day of September 1897, have acknowledged the same before me in my County aforesaid.

Give under my hand this the 4th day of Sept. 1897.

J. S. Garrison J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County the 21st day of September 1897. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. Ewing Clerk.

(D. B. No. 34 page 24 &c)



W. H. Pennington et al  
To & Dred  
Joshua Moore

Copy  
Exhibit No 14.

Clark to Gov



THIS DEED made and entered into this the 4th day of September, 1897, by and between W. H. Pennington, party of the first and Howard Barnett party of the second part, all of the County of Lee and State of Virginia;

Witnesseth that for and in consideration of the sum of One hundred and twenty dollars, in hand paid, the receipt of which is hereby acknowledged the said party of the first part, doth grant, bargain, and sell convey and deliver unto the said second party, all of a certain tract or parcel of land, lying and being in Lee County Virginia, and on the Sand Lick Creek in the Pocket Country, and bounded and described as follows to-wit: Beginning on a beech near the Sand Lick Branch, corner of J. N. Redwines, thence down said branch, S  $49^{\circ}$  E 12  $1/2$  poles to a stake S  $1^{\circ}$  W 16 poles S  $55^{\circ}$  E 23  $1/2$  poles to two maples on the branch of the Sand Lick road, thence S  $44\ 1/2^{\circ}$  W 43 poles crossing said branch, to a stake on an old line and thence with said line N  $12^{\circ}$  W 134 poles ---plat to two chestnuts and rock on top of ridge, corner of J. N. Redwines and thence with the top of said ridge, and with said Redwines line, S  $42\ 1/2^{\circ}$  E 8 poles to two chestnuts S  $19^{\circ}$  E 6 poles to a red oak S  $4\ 1/2^{\circ}$  W 12 poles to a sarsice S  $16^{\circ}$  E 8 poles near a chestnut S  $22\ 1/2^{\circ}$  E 17 poles to a beech S  $32^{\circ}$  E 16  $1/2$  poles to a bunch of Lynns N  $72\ 1/2^{\circ}$  E 8 poles to the begining, the said tract or parcel of land being part of the 380 tract sold under a deed of trust by Orr and Blankenship Trustees of the lands of J. D. Pennington to satisfy a deed of trust in favor of the Wheeland Foundary & Machine Works of Chattanooga, Tennessee and purchased by the said W. H. Pennington and to whom the said Orr & Blankenship Trustees as aforesaid executed a deed, and to which deed reference is made for a more particular description the said tract or parcel of land to contain 12 acres more or less, to have and to hold unto the said Howard Barnett and his heirs with all the appurtenances thereunto belonging forever. The said first party warrants generally the title to said tract or parcel of land and will defend the same against the claims of all parties whatsoever. Witness the hand and seal of the said first



party on the day and date first above written.

W. H. Pennington (Seal)

Virginia, Lee County, to-wit:

I, J. S. Garrison a Justice of the Peace in and for the County and State aforesaid, do hereby certify that W. H. Pennington, whose name is signed to the above writing, bearing date of September the 4th 1897, has acknowledged the same before me in my County aforesaid. Given under my hand this the 4th day of September, 1897.

J. S. Garrison J. P.

Virginia, Lee County to-wit:

In the office of the Clerk of the County Court for said County the 23rd day of October 1897, this deed was presented and togetherwith the certificate thereto annexed admitted to record.

Teste: S. V. F. Richmond Clerk.

A Copy, Teste: H. C. Ewing Clerk.

(D. B. No. 33 page 381 &c)



W. H. Pennington  
To & Dred  
Howard Barnett.

(D. B. No. 22 page 281 &c)

Copy

Check 50¢

A copy, Teste: \_\_\_\_\_

Clerk.

Teste: S. V. P. Richmond Clerk.

the certificate thereto annexed admitted to record.

23rd day of October 1887, this deed was presented and together with  
in the office of the Clerk of the County Court for said County the  
Virginia, Lee County to-wit:

J. E. Garrison J. P.

Given under my hand this 23rd day of September, 1887.

name is signed to the above writing, bearing date of September the  
State aforesaid, do hereby certify that W. H. Pennington, whose  
J. E. Garrison a Justice of the Peace in and for the County and  
Virginia, Lee County, to-wit:

W. H. Pennington (Seal)

party on the day and date first above written.



W. H. Cunningham  
To J Deed  
Barnett

Copy  
Exhibit no. 14,  
12 A Price

clerk 50¢



THIS DEED made and entered into this the 7th day of September 1897, by and between William H. Pennington party of the first part and J. N. Redwine, party of the second part, and all of Lee County, *Virginia*.

Witnesseth; for for and in consideration of the sum of \$235.00 two hundred and thirty five dollars in hand paid, by the said second party to the said first party, at and before the making of this deed, the said first party doth hereby give, grant, bargain, sell, convey and deliver unto the said second party, a certain tract or parcel of land lying and being in Lee County, in the Pocket Country and on the waters of Sand Lick Branch, and being a part of the same land which the said W. H. Pennington bought at a trustees sale made by one G. W. Blankenship as trustee, in a certain deed made by J. D. Pennington and wife to secure the Wheelands Foundry and Machine Works, a debt which land is bounded as follows to-wit: Beginning at a planted rock known as the corner of Lot four, thence S 12 E 64 poles to two chestnuts on the top of said ridge, also a planted rock, thence with the top of said ridge, S 42 1/2 E 8 poles to two chestnuts S 19 E 6 poles to a red oak S 4 1/2 W 12 poles to a service S 16 E 8 poles near a chestnut S 22 1/2 E 17 poles to a beech S 32 E 16 1/2 poles to a bunch of lymns N 72 1/2 E 8 poles to a beech at the branch, thence up the same N 8 1/2 E 52 1/2 poles to a wahoo eastwardly 6 poles to a beech in the Moore line, northwardly 13 poles to a beech northwardly to the big road 12 poles to a beech corner to the Witt line thence with Witts line up the branch about 11 poles to beech (now down and rock planted) thence N 15 W 13 poles to an ash N 31 W 7 poles to a stake and gum thence Northwardly up the side of a spurr to the top of the same to two pines and black gak supposed to be thirty poles from said gum thence up said spurr eastwardly with the menaderings of the same thirty poles more or less to three small black oaks thence northwardly to the top of leading spur that is nearly due east of J. R. Redwines house 20 poles more or less to a dogwood two white oaks and sourwood,



thence westwardly down said spurr 15 poles more or less, to a black gum and hickory 15 poles more or less, thence westwardly 22 poles down said spurr to two small chestnuts on the top of said spurr thence down said spurr 5 or more or less poles to a black oak and cucumber corner to J. R. Redwines land thence southwardly down said spurr with said line 30 poles more or less to a beech, corner to J. R. and J. N. Redwines lands thence southwardly 8 or 10 poles to the beginning and supposed to contain about 35 acres more or less, together with all its appurtenances and appendages in any wise appertaining excepting coal rights. To have and to hold said tract or parcel of land and its appurtenances unto the said second party and his heirs and assigns forever. And the said first party doth hereby covenant with said second party his heirs and assigns to warrant generally the title to said tract of land that he has lawful right to convey the same, that the said second party shall have quiet and peaceable possession of the same and that he will execute such other assurances of title as may be necessary to make sure and complete the title to said tract of land. Witness the following signatures and seals, the day and first above written.

W. H. Pennington (Seal)

Virginia, Lee County to-wit:

I, J. S. Garrison, a Justice of the Peace in and for the County and State aforesaid, do hereby certify that W. H. Pennington whose name is signed to the writing above bearing date on the 7th day of September 1897, has acknowledged the same before me in my County aforesaid. Given under my hand this the 7th day of September 1897.

J. S. Garrison, J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County the 5th day of October 1897. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. Ewing Clerk.



A copy, Teste: \_\_\_\_\_ Clerk.

Teste: S. V. P. Richm ond. Clerk.

with the certificate thereto annexed, admitted to record.

By the 24th day of October 1897. This deed was presented, and forth

In the Office of the Clerk of the County Court for said County

Virginia, the County is- wit:

J. S. Garrison, J. P.

1897.

County aforesaid. Given under my hand this the 24th day of September

day of September 1897, has acknowledged the same before me in my

presence as signed to the writing above pertaining on the 24th

day of September aforesaid, do hereby certify that W. H. Pennington

is, J. S. Garrison, a Justice of the Peace in and for the

County, the County to-wit:

W. H. Pennington (Seal)

do hereby certify that the day and date above written.

do hereby certify that the title to said tract of land, within the

exclusive and other encumbrances of title as may be hereafter to make

have due and peaceable possession of the same and that he will

lawful right to convey the same, that the said second party shall

to warrant generally the title to said tract of land that he has

both hereby covenant with said second party his heirs and assigns

party and his heirs and assigns forever. And the said first party

first or parcel of land and its appurtenances unto the said second

wise appurtenances excepting coal rights. To have and to hold said

less, together with all its appurtenances and appendages in any

the pertaining and supposed to contain about 35 acres more or

J. H. and J. H. Redwine lands thence southerly 5 or 10 poles to

about with said line 30 poles more or less to a peach, corner to

corner corner to J. H. Redwine land thence southerly down said

thence down said about 5 or more or less poles to a black oak and

down said about to two small chestnuts on the top of said about

run and hickory 15 poles more or less, thence westerly 25 poles

thence westerly down said about 15 poles more or less, to a black

Wm H Pennington  
To J Dred  
J. N. Redwine

Copy

Clk to 654



Wm H. Cunningham  
To { Deed  
J. N. Redwine

Exhibit No 15-

copy

clerk 65¢



THIS DEED made this 8th day of October 1897, by William H. Pennington and Martha Annie Pennington his wife, parties of the first part to Stephen A. Doss, Lou Annie Doss parties of the second part, and all of Lee County Va.

Witnesseth; That for and in consideration of the sum of two hundred dollars, twenty of which is in hand paid, and the residue, or one hundred and eighty dollars to be paid in six equal payments, of thirty dollars each, the first deferred payments due in two and one half months from this date, the second deferred payments due in five months from this date and the third deferred payments due in seven and one half months from this date, the fourth deferred payments due in ten months from this date, the fifth deferred payment due in twelve and one half months from this date, and the sixth and last deferred payment due in fifteen months from this date, the said parties of the first part do and each of them doth hereby give, grant, bargain, sell and convey and deliver to the said parties of the second part a certain tract or parcel of land lying and being in Lee County Virginia, in the Pocket Country, on the waters of Sand Lick Branch and being a part of the same land conveyed to the said W. H. Pennington, by G. W. Blankenship trustee, and bounded as follows: Beginning on a black gum on John Reynolds southwest corner, thence with said Reynolds line eastwardly to the top of a ridge to a beech thence with same line to top of Lone Mountain, thence with the top of Lone Mountain, to Sterling DeBusks line, thence with said DeBusks line to the top of Sand Lick Ridge, to a hickory thence down said ridge, to J. N. Redwines corner, thence Northwardly to the beginning, and said tract to contain forty-one acres, more or less, together with all its appurtenances.

To have and to hold said tract or parcel of land unto the said parties of the second part, their heirs or assigns, forever in fee simple. And the said parties of the first part do hereby covenant with the said parties of the second part, they will forever warrant and defend the title to said tract of land



against the claims of all persons whatsoever. The party of the first part retains a vendors lien on the above described land until the purchase money is paid. Witness the following signatures and seals, this the day and year first above written.

W. H. Pennington (Seal)

Martha A. Pennington (Seal)

Virginia, Lee County to-wit:

I, Rees Gillespie, a Justice of the Peace in and for the County and State aforesaid, do hereby certify that Wm. H. Pennington and Martha Annie Pennington whose names are signed to the writing above bearing date on the 8th day of October 1897, have acknowledged the same before me in my County aforesaid.

Given under my hand this the 13th day of November 1897.

Rees Gillespie J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 7th day of March 1898. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S' V. F. Richmond, Clerk.

A Copy, Teste: H. C. T. Ewing Clerk.

(D. B. No. 34 page 50 &c)



Wm H. Pennington & wife  
To & D or S  
Stephen A. & Lou Annine Doss

(D. B. No. 34 page 10 to 20)

copy

Charge 50¢

County, Teste: \_\_\_\_\_ Clerk.

Date: 21. V. P. Richmond, Clerk.

In the Office of the Clerk of the County Court for said  
Virginia, Lee County to-wit:

Rees Gillespie J. P.

Given under my hand this the 12th day of November 1887.  
edged the same before me in my County aforesaid.  
above bearing date on the 8th day of October 1887, have acknowl-  
and Martha Annle Pennington whose names are signed to the writing  
County and State aforesaid, do hereby certify that W. H. Pennington  
I, Rees Gillespie, a Justice of the Peace in and for the  
Virginia, Lee County to-wit:

Martha A. Pennington (Deaf)

W. H. Pennington (Deaf)

seals, this the day and year first above written.  
the purchase money is paid. Witness the following signatures and  
first part retains a vendors lien on the above described land until  
against the claims of all persons whatsoever. The party of the



Wm H. Pennington wife  
To { Deed  
Stephen A. & Annie Does.

Copy  
Exhibit no. 16.

Check 50¢



THIS DEED made this the fifth day of November 1897, between W. H. Pennington and Martha Annie Pennington his wife parties of the first part to L. R. Stapleton party of the second part, all of the County of Lee and State of Virginia;

Witnesseth; that for and in consideration of \$185.00 one hundred and eighty five dollars in hand paid the receipt of which is hereby acknowledged, the said first parties have this day bargained, sold and delivered unto the said second party, with general warranty all of the following described tract or parcel of land lying and being in the Pocket Country in Lee County Virginia, near Sand Lick Creek and containing (23) twenty three acres and (18) eighteen poles and bounded as follows to-wit: Beginning on a rock in the mouth of Sand Lick thence South 41 1/2° West 20 poles to a rock in the North Fork, thence S 61 W 11 1/2 poles to a stake thence North 70 W 11 poles to a rock on North bank of North Fork, thence N 31 W 6 poles to a spruce pine corner to J. D. Pennington and G. W. Hughes line, thence N 12 W 60 poles to a white oak and gum on the line of J. D. Pennington and G. W. Hughes, thence N 46 E 40 poles to two small birches, corner of T. G. Johnsons land, thence down said branch with his line S 54 E 6 poles to a small birch, thence E 8 poles to a stake in the branch thence S 68 S 15 E 6 poles & ten links to thence S 35 E 12 poles to a small birch in the branch thence S 30 E 18 poles to a stake in the road, thence S 4 E 12 poles to the beginning. (It being the same tract or parcel of land conveyed to L. R. Stapleton on first day of June 1895) by J. D. Pennington & wife. To have and to hold the said tract or parcel of land together with all its appurtenances and every part thereof (except the Stratton coal right which was heretofore conveyed by the party of the first part to the said Stratton) and also a road from main road down Sand Lick Branch to North Fork forever, in witness whereof the said parties of the first part have hereunto set their hand and seal the day and year first above written.

W. H. Pennington (Seal)

Martha A. Pennington (Seal)



Virginia, Lee County to-wit:

I, Rees Gillespie a Justice of the Peace for the County aforesaid, in the State of Virginia, do certify that W. H. Pennington and Martha A. Pennington his wife whose names are signed to the writing above bearing date on the 5th day of November 1897, have acknowledged the same before me in my County aforesaid.

Given under my hand this the 8th day of November 1897.

Rees Gillespie J. P.

Virginia, Lee County to-wit:

In the office of the Clerk of the County Court for said County, the 8th day of November 1897, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. Twining Clerk.

(D. B. No. 34 page 6, &c)



W. H. Pennington & wife  
To { Deed  
L. R. Stapleton.

copy

Clarke 50¢

(U. S. No. 34 Page 2 of 2)

A copy, Teste:

Clerk.

Teste: E. V. P. Richmond, Clerk.

Record.

and together with the certificate thereto annexed, admitted to  
County, the 8th day of November 1897, this deed was presented.

In the office of the Clerk of the County Court for said  
Virginia, Lee County to-wit:

Reese Gillespie J. P.

Given under my hand this 8th day of November 1897.

I have acknowledged the same before me in my County aforesaid.

The writing above bearing date on the 8th day of November 1897,  
John and Martha A. Pennington his wife whose names are signed to  
aforesaid, in the State of Virginia, do certify that W. H. Penning-  
ton, Reese Gillespie a Justice of the Peace for the County  
Virginia, Lee County to-wit:



W. H. Cunningham & wife  
To { Deed

L. R. Stapleton

Copy

Exhibit No. 1<sup>st</sup>.

clerk 50¢



THIS DEED made this 13th day of November 1897, by and between W. H. Pennington, and Martha Ann Pennington, his wife, partys of the first part, and T. G. Johnson party of the second part, and all of Lee County Virginia;

Witnesseth; That for and in consideration of (\$225) Two hundred and twenty five dollars in hand paid, the receipt of which is hereby acknowledged, the said first partys do grant and convey unto said second party with covenants of general warranty a certain tract or parcel of land isituated in the Pocket Country on the North Fork of Powells River, and containing (38) thirty eight acres and one hundred and fifty one poles and further bounded and described as follows: Beginning on a spurce pine on the South bank of the Nortk Fork of Powells River, North 33 degrees west 52 poles to a double white oak thence thence N 71 1/2 W 25 poles to a chestnut and black oak thence N 30 E 26 1/2 poles to a white oak on the A. N. Pennington line thence N 5 W 21 1/2 poles to a gum on top of Loan Mountain thence N 70 W 7 poles to a chestnut thence S 57 W 24 poles to a large chestnut and hickory thence south 30 degrees W 17 poles to a white oak and black jack thence S 50 W 28 poles to a stake by a rock thence S 45 W 14 poles to two small burches in the branch on Howard Barnetts line thence S 54 E 6 poles to a birch thence S 15 E 8 poles to a stake in the branch thence S 68 E 6 poles and 10 links thence S 35 E 12 poles and 10 links to a small birch in the branch thence S 30 E 18 poles to a stake in the road, thence S 4 E 11 poles to a bunch of wahoos on the north bank of North Fork thence N 60 E 13 1/2 poles to a stake, thence S 86 E 8 poles to a stake in the edge of the North Fork thence 63 1/2 E 7 poles to a rock thence S 70 E 4 poles to a stake, thence S 80 E 17 poles to a stake thence N 89 E 7 poles to a stake thence N 63 E to the beginning.

To have and to hold the said tract or parcel of land to himself his heirs representatives and assigns forever (except the F. A. Stratton cele right which was formerly conveyed to the said Stratton)



The said first partys covenant that they have the right to convey the said land to the grantee that the have done no act to encumber the said land that the grantee shall have quiet possession of the said land free from all encumbrances except as hereinbefore stated and that they the said first partys of the first part will execute such further assurance of the said land as may be requisite.

Given under my hand and seal, on this the day and date first above written.

W. H. Pennington (Seal)

Martha A. Pennington (Seal)

Virginia, Lee County to-wit:

I, Rees Gillespie, a Justice of the Peace for the County aforesaid, in the State of Virginia, do certify that W. H. Pennington and Martha A. Pennington whose names are signed to the writing above bearing date on the 13th day of November 1897, have acknowledged the same before me in my County aforesaid. This 13th day of November 1897.

Rees Gillespie, J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 15th day of November 1897. This deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. Ewing Clerk.

(D. B. No. 33 page 565&c)



W. H. Pennington wife  
To & Dord  
T. G. Johnson  
in

Copy  
Exhibit No. 18.

Clark 50¢



THIS DEED made this 21st day of July 1900, by W. H. Pennington and Martha A. Pennington his wife, of the first part to T. G. Johnson of the second;

Witnesseth, that for and in consideration of Forty two dollars (\$42), in hand paid, the receipt of which is hereby acknowledged said first partys have this day bargained and sold and do by these presents, grant and convey unto the said second party all of a certain tract or parcel of land situated on the North Fork of Powells River, in Lee County Va., known as a parcel of land situated near the Sand Lick track and being the same which was sold by Blankenship & Orr, Comr. to said first partys and further described as follows to-wit: Beginning on a spruce pine and beech on the South side of the North Fork road on corner of George Hughes and L. R. Stapleton and with said Hughes line South 71 W 25 poles to a stone on lower side of said road thence S 19 3/4 E 40 poles crossing North Fork river to a black pine and stake on top of Cumberland or Stone Mountain thence leaving said Hughes line, and along the top of said Mountain N 72 E 93 poles to a spruce pine and birch at the end of a cliff thence N 86 1/2 E 53 poles to a wahoo, and spruce pine at the branch, thence with and down the same N 27 W 54 poles to a stake and spruce pine at the river thence down and with the river to a stone L. R. Stapleton corner on the North bank thence leaving the river N 33 W 6 poles to the beginning, containing 42 acres horizontal measure.

To have and to hold the same together with all its appurtenances forever. The first partys covenant that they have done no act to encumber said land and that they warrant generally the title thereto. Given under our hands and seals, on the day and date first above written.

W. H. Pennington (Seal)

M. A. Pennington (seal)



Virginia, Lee County to-wit:

I, W. T. Orr, a Justice of the Peace in and for the County and State aforesaid, do hereby certify that W. H. Pennington and M. A. Pennington whose names are signed to the writing above bearing date on the 21st day of July 1900, have acknowledged the same before me in County aforesaid. Given under my hand this 21st day of July 1900.

W. T. Orr, J . P.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 17th day of September 1900, this deed was presented and together with the certificate thereto annexed, admitted to record at 10 o'clock A. M.

Teste: B. M. Morgan, Clerk.

A Copy, Teste: H. C. Ewing Clerk.

(D. B. No. 36 page 436 &c)



W. H. Pennington wife  
To & Deed.  
T. G. Johnson

Copy  
Exhibit No. 19.

Clark 50K



THIS DEED made and entered into this the 30th day of May 1895,  
by and between J. D. & M. A. Pennington wife of J. D. Pennington  
and J. N. Redwine, all of the County of Lee and State of Virginia;

Witnesseth, that for and in consideration of the sum of  
Fifty dollars in hand pade and secured to be paid, , forty dollass  
paid and ten dollars secured by note to be paid we the party of the  
first part doth grant, bargain and sell and convey to the said J.  
N, Redwine of the second part, a certain tract or parcel of land  
situated on east side of a branch called Sand Lick in Lee County  
Va., in the Pocket supposed to be ten acres be the same more or  
less and bounded as fol lows to-witt: Beginning on a black gum  
corner to J. N. Redwine land thence Northwardly up the side of a  
spur to the top too a pine black oak and pine, supposed to be 30  
poles thense up said spur eastwardly with the location of said  
spur 30 poles more or less th three small black oaks thence north-  
wardly to top of leading spur that lies nearly due east of James  
Redwines house 20 poles more or less to a dogwood, too white oak  
and sourwood, thence westwardly down said ~~spur~~ 15 po. more or less  
to black gum and hickory 15 po. more are less on said ~~ppur~~, thence  
westwardly down said ~~ppur~~ with its location 22 poles more are less  
to two small chestnuts on top of said spur thence down said spur  
5 poles more or less black oak, & cucumber corner to J. N. Redwine  
land southwardly down said ~~ppur~~ with said line 30 po. more or less  
to a beech corner to J. R. & J. N. Redwines line thence with J. N.  
Redwines E. line to the beginning.

To have and to hold the same with all is appertainings  
except the coal right which is reserved, we the party of the first  
part doth warrant generally and defend the title conveyed to the  
second part to him his heirs and assigns forever.

In witness whereof we have hereunto set our hands and  
se als, this 30th day of May 1895.

Attest:

E. F. Carter

J. D. Pennington (Seal)

her

M. A. Pennington x (Seal)

mark



State of Virginia, County of Lee to-wit:

I, W. K. Hopkins, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that J. D. Pennington and M. A. Pennington whose names are signed to the within writing bearing date on the 30th day of May 1895, have acknowledged the same before me in my County aforesaid.

Given under my hand on this the 14th day of June 1895.

W. K. Hopkins, N. P.

for Lee County.

Virginia, Lee County to-wit:

In the Office of the Clerk of <sup>said</sup> Lee County, the 21st day of September 1895, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. Penning Clerk.

(D. B. No. 32 page 74 &c)



J. D. Pennington wife  
To & Deed  
J. N. Redwine

A copy, Teste:

Clerk.

Teste: S. V. E. Richmond, Clerk.

certificate thereto annexed, admitted to record.

September 1885, this deed was presented, and together with the

in the office of the Clerk of Lee County, the first day of  
Virginia, Lee County to-wit:

for Lee County.

W. K. Hopkins, N. P.

placed under my hand on this the 14th day of June 1885.

and having date on the 20th day of May 1885, have acknowledged the  
and W. A. Pennington whose names are attested to the within writ-  
atoneship, in the State of Virginia, do certify that J. D. Penning-  
L. W. K. Hopkins, a Notary Public in and for the County  
State of Virginia, County of Lee to-wit:

copy

Clerk 50¢



J. D. Pennington  
To { Deed

J. N. Redwine

Copy  
Exhibit No. 20

Clerk 50¢



THIS DEED made this the 10th day of March, 1894 by and between J. D. Pennington, and M. A. Pennington wife of the said J. D. Pennington of the first part and J. N. Redwine of the second part, all of the County of Lee, and State of Va.

Witnesseth; that for and in consideration of the sum of Nine dollars per acre, in hand paid, secured to be paid, by a vendors lien retained by the said party of the first part amounting to two hundred and four dollars and thirty one cents. We, the said party of the first part doth grant, bargain, and sell all of a certain tract or parcel of land situated on a branch called Sand Lick in Lee County Va., in the vicinity known as the Pocket, containing by survey twenty acres and sixty nine poles and bounded as follows: to, wit: Beginning on a plantation rock known as the corner of Lot No. 4 thence S 12° E 64 poles to two chestnuts on top of a ridge, also a planted rock thence with the top of said ridge, S 42 1/2 E 8 poles to two chestnuts S 19 E 6 poles to red oak S 4 1/2 W 12 poles to a service S 16 E 8 poles near a chestnut S 22 1/2 E 17 poles to a beech S 32 E 16 1/2 poles to a bunch of lynes N 72 1/2 E 8 poles to a beech at the branch thence up the said branch N 8 1/3 E 52 1/2 poles to a wahoo N 18 W 12 poles to a gum N 19 W 14 poles minus 5 links to a beech N 15 W 13 poles to an ash N 31 W 7 poles to a stake and gum S 82 W 7 poles to a stake, N 49 W 20 poles to a rock N 18 W 8 1/2 poles to a rock N 5 1/2 E 6 1/2 to a rock N 53 W 4 poles and 6 links to a beech thence a ~~straight~~ line to the beginning,

To have and to hold the same with all things pertaining thereto both timber and surface coal right being reserves. Now we, the said party of the first part doth agree to and with the said party of the second part that we are lawfully seized of said premises, and have good right to convey and will warrant generally the title herein conveyed to the said party of the second part, to him his heirs and assigns forever.

In witness whereof we have hereunto set our hands and seals,



day and date above written.

I. D. Pennington (seal)  
her  
M. A. x Pennington (Seal)  
mark

State of Virginia, Lee County:

I, John M. Tate, a Notary Public of said County, do certify that J. D. Pennington and M. A. Pennington whose names are signed to the foregoing deed, of conveyance, personally came before me in my County and acknowledged, their signatures to be their act and deed for the purposes set forth in said instrument.

Given under my official signature, this the 10th day of March 1894.

John M. Tate N. P.

Virginia, Lee County to:wit:

In the Office of the Clerk of said County, the 21st day of September 1895. T his deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste S. V. F. Richmond, Clerk.

A Copy, Teste: H. C. F. Ewing Clerk.

(D. B. No. 32 page 76 &c)



(D. E. No. 28 Page 18 2c)

A copy, here:

September 1889. I was then and there, on, together with the

In the office of the Clerk of said County, present

Attest, the County Clerk:

Clark 50¢

Copy

J. D. Pennington & wife  
To & Dred  
J. N. Redwine

State of Virginia, the County:

only  
N. A. Pennington (seal)  
per  
J. D. Pennington (seal)

and wife above attested.



J. D. Cunningham & wife  
To of Deed  
J. N. Redwine

Copy  
Exhibit No. 21.

Clark 50¢



THIS DEED made this the 23rd day of January 1896, by and between Joshua N. Redwine and Elizabeth H. Redwine his wife, of the first part and George L. Redwine and Jacob V. Redwine two youngest sons of the said Joshua N. Redwine of the second part;

Witnesseth, that the said parties of the first part for and in consideration of the love and affection they entertain and have for the parties of the second part, as well as one dollar in hand paid, receipt whereof is hereby acknowledged, do by these presents grant and convey unto the parties of the second part, the following described tract or boundary of land and personal property subject however, to the reservations and exceptions hereinafter named, said land is situated in the Pocket Country, on the waters of Sand Lick Creek in Lee County Virginia, and bounded on the south and west by the lands of Howard Barnett, on the North by the lands of James R. Redwine and on the east by the lands of J. D. Pennington containing forty five acres more or less, and any and all other lands which parties of the first part may hereafter obtain by purchase or otherwise as well as all the personal property, of every kind which the parties of the first part know own or may own at the time of their death, be it expressly understood that the said Joshua N. Redwine reserves the use and occupancy of the land and property hereby conveyed during his natural life, and should he die before his wife then in that event the said Elizabeth H. Redwine his wife is to have a decent support and maintainance from and as a charge on said land during her natural life, and the parties of the first part covenant that they will warrant generally the title to the lands and property hereby conveyed subject to the reservations herein made. This deed is made to these two sons upon the further conditions, that in the event of the death of either of these sons without legal issue then this land and property is to be held exclusively by the survivor and this deed is further made to these two sons exclusively because all the other children of the said Joshua N. Redwine have been advanced by him a sum equal in his opinion to the



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Joshua N. Redwine<sup>wife</sup>

30 1/2 Dec 18

Geo. L. & Jacob V. Redwine.

Copy, Record

copy

Chas 50¢

Virginia, Lee County to-wit:

F. M. Parsons J. P.

Given under my hand and seal, this 31st day of March 1898.

Being dead pending date on the 31st day of January 1898, acknowl-

Elizabeth N. Redwine his wife, whose name is signed to the fore-

County and State records, do certify that Joshua N. Redwine and

State of Virginia, Lee County to-wit:

Witness: J. N. Redwine

Elizabeth N. Redwine (seal)  
per

J. N. Redwine (seal)

signatures and seals, the date above written.

Value of the property hereby conveyed, Witness the following



Joshua N. Redwine wife  
To & Dred

Geo. L. & Jacob V. Redwine

Copy  
Exhibit No. 22.

Ch. & Co 50¢



THIS DEED of conveyance made and entered into this 18th day of October 1893, by and between J. N. Redwine and Elizabeth Redwine his wife, ~~of the first part~~ of the County of Lee and State of Virginia, party of the first part and James R. Redwine of the same County and State party of the second part;

Witnesseth; that said party of the first part for and in consideration of the sum of One hundred dollars in hand paid, <sup>and</sup> the balance give of this tract or parcel of land give unto James R. Redwine his son do hereby sell give and convey to the party of the second part, his heirs and assigns the following described property to-wit: One tract or parcel of land lying and being in the County of Lee in the State of Virginia, on the waters of San~~d~~ Lick Branch tributary of the North Fork in the Pocket Country, supposed to be 30 acres be the same more or less and beginning on a white oak stump and maple on the east side of the branch corner to Lot No. 4 thence southwest crossing the branch up the ridge to the top 40 poles more or less lest to a small chestnut and maple stump sowerwood stump in the Barnett and Redwine corner thence up with the Barnett <sup>up the spur with the Reynolds line 10 pole more less to a chestnut oak and</sup> line 40 pole mour less to two black gums thens down the spur east-<sup>poplar thence easterly same spur more or less to</sup> Redly with the Redwine line 35 pole mourles to <sup>to</sup> white oak thens eastwardly down the ridge, 40 poles mour les to a stake <sup>or</sup> peake in the Pennington line on the east side of the branch thens up the branch 4 pole mour or les to a chestnut corner to Mary Benfields land thens eastwardly crossing the branch with Benfields line 8 pole mour or les to stake in the Redwines thens up the ridge to the top 35 poles mour or less to a black oak and gum thence southwardly down the spur with the Redwines ~~line~~ to a beach on the side of a ridge 25 pole mour or les thens westwardly 8 pole mour or les crossing near a large chestnut stump to a stake and rock on the west side of the branch thens down the branch 6 pole mour or les to the beginning, Lot No. 4 this land is a parte of the land conveyed to J. N. Redwine by J. D. Pennington and John Reynolds.

To have and to hole the same together with all its ap-

chestnut marked with hatchet



purtenances that unto belonging except the mineral and timber rights all Redwine sold belonging to the party of the second part his heirs and assigns forever. And the said party of the first part having covenants with the said party of the second part that they warranted the title to the property hereby conveyed unto the said party of the second part and his heirs and assigns forever.

In testimony whereof the first has hereunto subscribed ~~there~~ names the day and year aforesaid.

Joshua N. Redwine (Seal)  
her  
Elizabeth H. xRedwine (Seal)  
mark

Virginia, Lee County to-wit:

I, V. H. Kelly, Notary Public in and for the aforesaid County, and state do certify that Joshua N. Redwine and Elizabeth H. Redwine his wife, whose names are signed to the within deed bearing date Oct. 18th 1893, each personally appeared before me in my County aforesaid, and acknowledged the within signatures to be there act and deed.

Given under my hand this Oct. 20th 1893.

V. H. Kelly, N. P.

Virginia, ~~Lee~~ County to-wit:

In the Office of the Clerk of said County, the 21st Septe 1895, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

A Copy, Teste:

J. H. Redwine Clerk.

( D. B. No. 32 page 40 &c )



J. N. Redwine  
To & Deed

Jas. R. Redwine

Copy  
Exhibit No. 23.

Clark 60¢



THIS DEED OF CONVEYANCE made this November the 22nd 1894,  
by and between Joshua N. Redwine of the first part and James R.  
Redwine of the party of the second part, all of the County of  
Lee and State of Virginia; J. N. Redwine party of the first part  
sells and conveys unto James R. Redwine party of the second part;

Witness, that party of the first part for and in consider-  
ation of the sum of twenty five dollars and fifty cents, secured  
to be paid by note due October the 1st 1896, do sell and convey  
to the party of the second part his heirs and assigns the follow-  
ing described property to-wit: one tract of land lying in Lee  
County and State of Virginia, on the watters of Sand Lick tributary  
of North Fork in the Pocket Country, and beginning on a chestnut  
in the forks of a branch, on a rocky point, thens eastwardly 25  
poles more or less to a chestnut and maple on top of a spurr in the  
Pening line and Redwine line, thens westwardly twenty five poles  
more or les with the Pening and J. N. Redwine to black gum and  
maple corner to lot No. 4 thens eastwardly down the branch 24 pole  
mour or les with the John N. Reynals <sup>line</sup> to the beginning, suposed to  
be one achorbe the same mour or less, this land is conveyed to J.  
N. Redwine by J. D. Penning and his wife and the mineral right is  
already sold to others, the said J. N. Redwine of the first part  
sells and conveys unto J. R. Redwine of the second part, all his  
right and title to the above desscribed parcel of land to hold the  
same with all its appurtenances belonging unto the party of the  
first party partywarent and defend against all claims except the  
miner and timber all reddy sold, in testimony wittness my hand and  
seal, this November the 22nd 1894.

Joshua N. Redwine.

Virginia, Lee County to-wit:

I, John F' Burgin, a Justice of the County and State of Virgin-  
ia, do certify that Joshua N. Redwine, whose name is signed to the  
writing above, bearing date on November 22nd 1894, have acknowledged  
the same before me in my County aforesaid . This the 26th day



of November 1894.

John F. Burgin J. P.

Virginia, Lee County to-wit:

In the Office of the Clerk of said County, the 21st day of Sept. 1895. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; S. V. F. Richmond, Clerk.

A Copy, Teste: J. H. C. Furing Clerk.  
(D. B. No. 32 page 43 &c)



John A. N. Redwine  
To } Deed

James R. Redwine

Copy  
Exhibit No. "24"

clerk 50¢



Nest & Stewart, Admsrs. &c.

vs. { Comrs Report  
and  
Statements.

J. L. Pennington et al

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Filed Feb. 2, 1903,

A. B. Mursey Clerk

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